

HISTORIC BUILDING REPORT

FOR

BUILDING NO. 1B  
(Marmion Hall)

PART I

Harpers Ferry National Monument

Prepared by:

Herbert H. Kissling  
Park Historian  
October 30, 1958  
56 pages  
HF-35

NOTE: Report retyped from  
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HF-16

APPROVAL SHEET

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Chief, E. O. D. C.

Approved: \_\_\_\_\_  
Superintendent

Harpers Ferry National Monument

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(to be prepared by Architect Archie Franzen)	

Administrative

1. Marmion Row Buildings 1-A, B, C, D
2. Building Report Title No. Not Prepared.
3. Reference HABS measured drawings, as of August 1955. Photographs of exteriors and typical interiors to follow.
4. Attached. Further research required.
5. Building 1-A- Harper House, to be exhibited as an historic house museum.

Building 1-B - Wager House, same as 1-A.

Building 1-C - Second Marmion Tenant House - Basement, for heating plant to accommodate 4 houses in "Marmion Row". Old print shop room for display of old newspaper stories of Harpers Ferry. Balance of house, as personnel quarters.

Building 1-D - Personnel quarters.

6. No funds presently programmed. Tri-County Garden Clubs of West Virginia have privately undertaken to turn up old furnishings.



## Administrative

4. The Marmion Row Buildings have considerable historic and visitor interest. The "Row" consists of four houses attached, but wholly separate on the inside. At the present time we are forced to rely heavily on local sources that cannot be verified and on secondary materials.

Robert Harper who had come here in 1747 built the oldest house in the group. He began construction about the time of the Revolutionary War, but encountered delays due to the war and it was not until after 1780 that it was completed.

In the hillside across from Harper House was located a spring house. The water from this spring was piped underground to the basement kitchen of the house and thus was provided the first running water in Harpers Ferry. Evidence of this is still apparent in the basement.

After Robert Harper's death in 1782 this property passed to his niece, Sarah, who married John Wager. From then until 1835 the property was in possession of the Wager Family. Prior to 1835 the second house, 1B or Wager House was built. This is shown on the 1835 plat of Harpers Ferry which was drawn as the result of a court action originating in that year.

Buildings 1-C and 1-D, known locally as the Second and First Marmion Tennant Houses respectively, were, according to local tradition and information, built by Dr. Nicholas Marmion in the 1840's. Building 1-D, First Tennant House, originally a one story structure was built as an ice house, but was never used for that purpose. One room in the Second Tennant House was used as a printing office for at least one of the three newspapers published in Harpers Ferry over years.

During the Civil War soldiers used the "Row" for target practice and a large number of minie balls were removed from the roof sheathing when Wager House was reroofed in 1882. More recently, in December, 1955, a ball was found in the top floor stair hall header of Wager House.

The cistern in Second Tennant House was in use until a blast in the construction of the Baltimore and Ohio Railroad tunnel through Maryland Heights shook a rock seam and opened the cistern. It was never resealed for use.

The Wager and Marmion families were leading families in Harpers Ferry and for years the Wager House or "Mansion" as it was referred to was among the finest in town. It and the Harper House afford a commanding view of the junction of the Potomac and Shenandoah Rivers and combined with their ages the result is and has been for a long time a point of great local interest.

## Architectural

1. Building 1-A - Robert Harper  
Building 1-B - Wager Family  
Building 1-C & 1-D - Dr. Nicholas Marmion
2. Building 1-A - Around 1780  
Building 1-B - Before 1835  
Building 1-C & 1-D - 1840's
3. Building 1-A. Robert Harper was a mill builder and there is little doubt that he was the designer of the Harper House.

The designer, etc., of the other buildings in the row is not presently known.

4. Narrative attached, with references. Vouchers and contemporary plans are not presently available, are believed to have been lost in fires (Wager House upper story, 1859).
5. There is physical evidence of numerous and extensive alterations in and to the four buildings constituting the row. Considerable study will be required to establish the sequence and dates of such alterations.
6. None known.
7. Restoration period - 1859 - 1864. Further research required but basic exterior appearance is depicted in HABS Drawing NMHF 3050, sheet 2 of 4 made in 1955 and showing a conjectural restoration.
8. Plans for restoration of Wager House Porch and adoption of First Tennant House as personnel quarters are in progress, will be forwarded on completion.

Stabilization of exterior walls, roofs, window and door frames and support timbers is in progress. Restoration to be predicated on historical data and funds availability. Research continuing.

9. To be determined after approval of Master Plan.

## Architectural

4. The Marmion Row Buildings were built in six steps from the Revolutionary to the Civil War. At the present time most of our information has come from local tradition and sources and it has not been possible to document it satisfactorily.

Building 1-A, Harper House, was begun about the time of the Revolutionary War and was not completed until after 1780. Robert Harper, the builder, did not move to the new house, possibly because he did not complete it or because as a widower he chose to remain in his second Harpers Ferry house a short distance up the Shenandoah River.<sup>1</sup>

Building 1-B, Wager House or "Mansion" as it has been referred to, was built prior to 1835. The Harper property passed to the Wager family through legacy and marriage and remained undivided until 1835. A plat of Harpers Ferry of that year shows this house as in existence.<sup>2</sup>

Buildings 1-C and 1-D, Second and First Marmion Tennant Houses respectively, were built by Dr. Nicholas Marmion. The first story of 1-D was built and soon followed by the construction of the part of 1-C used for the printing office. The second story of 1-D was added and finally the balance of Building 1-C to complete the "Row". If local tradition is accurate, this work was done largely in the 1840's. If Dr. Marmion had them built, it was certainly after 1838 for in that year the property was sold to George B. Stephenson and William Anderson. Photographic evidence shows the "Row" completed by 1859. At present it is not possible to date it any closer as no deed record can be found conveying the property to Dr. Marmion.

5. The wooden porch on the end of Harper House was probably not original to the building. Photographic evidence dates this porch to the pre-Civil War period.

Originally the porch on the Potomac River side of the Wager House was an open wooden porch. There is a photograph which shows an intermediate stage between the wooden and stone porches. In this picture the stone has reached the second floor level. It was well after the Civil War before it was entirely enclosed with stone.

There is physical evidence within the buildings of many changes such as closing exterior openings, converting dumb waiters to closets, raising of chimneys and alterations of stairways.

A supplementary report embodying photographic evidence of the changes especially in the Wager House will be forwarded.

1. An 1843 map locates the "old house in which Robert Harper lived and died."
2. Deed Book 29, p. 140-141, Jefferson County Court House, Charles Town, W.Va.

SECTION I ADMINISTRATIVE DATA

A. Number and Name of Building:

Building No. 1B, "Marmion Hall".

B. Proposed Use of Structure:

There is no question, in our opinion, of the desirability of using Marmion Hall as the administrative headquarters of Harpers Ferry National Monument in the event that Storer College is not acquired by the Government. Depending upon the use of the Storer College property, if acquired, it might well develop that Marmion Hall would be more desirable for this purpose regardless. It seems certain that the lower town area will always be the focal point of visitor interest and a good case can be made for having the administrative headquarters at the place of greatest visitation. For reasons enumerated by Historian Kissling, Marmion Hall is by far the best location in the lower town area for a headquarters.

If Storer College is acquired by the Government and it is decided that the administrative headquarters should be located there careful consideration should be given to several suggested uses for Marmion Hall. Mr. Kissling's suggestion of no interior restoration but with window drapes provided to conceal the view of the interior certainly has merit from the economy standpoint. His alternative suggestion of restoring the interior to its reported Civil War use as a hospital impresses us as an interesting possibility which should be weighed against the use which Architect Franzen proposes. The latter urges

that the interior be restored to its Civil War appearance and that the Pan-Handle Medical Association or similar group of doctors be approached to determine if they would be interested in furnishing the building and using it for meetings.

Mr. Franzen feels that since Dr. Nicholas Marmion, one of the earliest college trained doctors in the Harpers Ferry area, owned and occupied this house during the Civil War period and since his three sons became eminent physicians, the use of Marmion Hall for meetings of the medical association would be very appropriate.

Since the latter type of use is entirely foreign to the experience of the writer and he is, therefore unfamiliar with problems which might arise from such use, it is recommended that the final decision on the use of this building be deferred pending further study.

C. Provisions for Operating the House:

No funds have been programmed for operating the house nor have any cooperative agreements been effected.

D. Preliminary Estimate of Cost of Rehabilitating the Structure and Grounds:

It is estimated that the cost of restoring the exterior and interior of Building 1B will amount to \$88,200.

## SECTION II - HISTORICAL DATA

### 1. Introduction

Harpers Ferry National Monument Building No. 1B is locally referred to as the Wager House. However, during the 1859-1865 period the Wager family no longer owned the structure and, therefore, for our purposes the name is inappropriate and it is recommended that the building be henceforth named the "Marmion Hall". This is the traditional family name of the Marmion family presently descended from Dr. Nicholas Marmion who owned and lived in the house in the historic period. This will serve the double purpose of providing a name with direct relationship to the period we are most concerned with and of satisfying surviving descendants of the family. The traditional family name for the house we can accept without reservation, however, another tradition that Dr. Marmion built the house cannot be substantiated and the evidence included in this report will discount that claim. We are unfortunately unable to establish exactly when Dr. Marmion did acquire the property due to his failure to record the deed or due to its loss probably during the Civil War.

Marmion Hall is a large house dominating the lower town scene and its restoration will be a substantial step forward for the Monument. There is great interest in the group of buildings known locally as Marmion Row and the ultimate restoration of these structures will be very favorably accepted.

## 2. Ownership of the land, 1751-1865

Robert Harper, town founder, moved to this location in 1747 and acquired title to the land now comprising Harpers Ferry on April 25, 1751.<sup>1</sup> Upon his death in 1782 the property passed to his niece Sarah Harper, who married a John Wager Sr.<sup>2</sup> The property, excluding that which was sold to the Government in 1796<sup>3</sup> remained in the Wager family until 1835 when the Circuit Superior Court of Law and Chancery appointed Commissioners "to lay off and divide into three equal lots and parcels, the real estate which descended to James B. Wager, Gerard B. Wager and Sally Ann Wager, now Sally Ann Swayne, the wife of Noah H. Swayne, from their father John Wager, Sr. deceased."<sup>4</sup> In this action Wager Lot 44, on which was located the Wager House (Marmion Hall), was awarded to James Bate Wager.<sup>5</sup> Due to James Wager's financial difficulties which had resulted in the court action, his property was taken over by the court and sold at auction. At the public sale on June 18, 1836, William Anderson and Doctor George B. Stephenson became the purchasers of Wager Lot 44 containing the Wager House (Marmion Hall or Harpers Ferry National Monument Building No. 1B).<sup>6</sup> In 1840 Anderson and Stephenson offered the property for sale but apparently there were no

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1. Fairfax deed to Harper, April 25, 1751, Northern Neck Grants, Book 6, p. 496 for 125 acres, Virginia State Library, Richmond, Virginia.
  2. Robert Harper's will, Office of Judge Advocat General, Military Reservation Division, Reservation File, West Virginia, Box 41, Harpers Ferry (ms), National Archives Record Group 153.
  3. Copy of Warranty deed, John Wager, Sr. et ux, Berkeley County, Va. to the United States, June 15, 1796, National Archives R.G. 121, Public Buildings Service, Harpers Ferry Laminated Material (ms).
  4. Deed Book 29, p. 140-141, Jefferson County Court House, Charles Town, W.Va.
  5. Decree, October 10, 1835, Deed Book 29, p. 140-141.
  6. Deed of B & S., January 5, 1839, Deed Book 24, p. 196-197.





FROM  
DRAWING NO  
NMHP 3055  
1957



Scale 50ft. to 1 inch

CATHOLIC CHURCH

Garden  
No. 1

Garden  
No. 2  
GRAPE  
GARDEN

Catholic  
Church  
Property

RUINS  
of  
Stable

TERACE

1-A

1-B

1-C

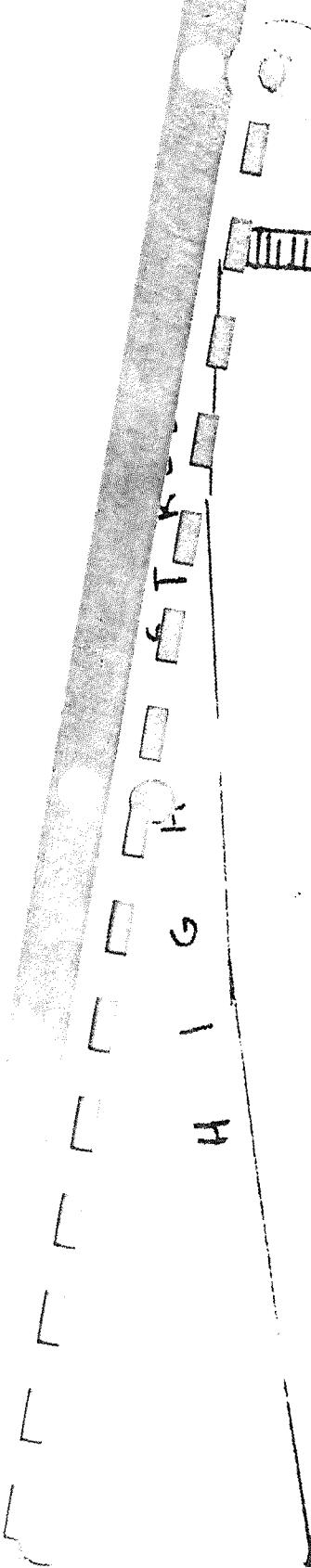
1-D

PUBLIC WALK

PUBLIC WALK

C H U R C H S T R E E T

H I G H S T R E E T



takers for they offered it for rent in 1843.<sup>7</sup> A thorough search of the newspapers of the pre-Civil War period has disclosed no further advertisements either for rent or sale. The various possibilities as to when Marmion acquired the property will be discussed in detail a little later in this report, but he did acquire the property and owned it in the 1859-65 period.

### 3. Construction of Wager House

Surviving descendants of Nicholas Marmion maintain that he constructed the house in 1841. Their position is represented by Mrs. Edythe M. Brosius who recently wrote as follows in two letters:

"The home my grandfather Nicholas and Lydia Hall his wife moved into about 1842 after my father's birth they built, using only the entrance hallway of the Harper House and the first floor only. He added 3 more floors and built the quaint 3 end houses. It was called Marmion Hall, and the street was called Marmion Way always...."

"In 1921 I was on a visit there to my aunts in Marmion Hall (the 3-story house). Aunt Annie, whom I called "Tiny" and I were sitting out in the Hall. I was sitting on the step leading from Hall to living-room (the front room looking on Marmion Way with two shuttered windows) and said to my Aunt, 'Tiny, why does one have to step up from this hall to get into these rooms?' She answered, 'When our father Nicholas Marmion built this home of ours the Wagers sold him this 1st floor hallway off the Harpers House and when my father added on to the hallway, on account of the foundation and the stone street being higher than the Hallway floor he elevated the house he built and added it on to the hall.' And I remember saying, 'Is this house very old?' She said 'Only 80 years, but our Hall cousins from Missouri think it is old because in the West nothing is 80 years old.' And that was in 1921."<sup>8</sup>

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7. A thorough search of the newspapers has located no further evidence of transfers of the property. It may be that Marmion acquired the property at this time, but other evidence to be presented in this report will suggest 1847 as a more probable date.
  8. Mrs. Edythe Marmion Brosius to Mrs. Charlotte J. Fairbairn, Ranger-Historian, in an undated letter of 1957 and a letter dated August 11, 1957.

The information supplied by Mrs. Brosius is interesting although somewhat unreliable and romantic regarding the life and activities of Dr. Marmion.<sup>9.</sup> We are fortunate that, even though this was a residence and would not, therefore, have been advertised in the papers as the stores were, there is reliable evidence to establish the approximate date of construction.

Robert Harper, town founder, was responsible for the construction of the Harper House, Building 1A.<sup>10.</sup> It was in this house that the entire family lived until the early 1830's. On July 7, 1832, Gerard B. and Sara Ann Wager executed a lease to James B. which it is believed resulted in the construction of Building 1B and the remodeling of the Harper House. Under the terms of this agreement they leased to James B. Wager:

"...their respective shares of a certain tenement /believed to be the Harper House/, lying and being at Harpers Ferry...now in the possession and occupancy of said James B. Wager. Except that part heretofore occupied by Dr. Roper for an annual rent of \$50 per year for eight years.

And further, to take all possible care of the premises hereby demised and deliver them at the expiration of the aforesaid term of eight years peaceably and quietly into the possession of the said Gerard B. & Sara Ann S. Wager in good and tenantable repair, with the understanding that at the expiration of the aforesaid term of years the improvements which have been made or shall be made upon the demised premises by the James B. Wager are to be valued by two disinterested persons one selected by each of the parties herein contracting..."

Gerard and Sara Wager each agreed to pay one-third of the total valuation of the improvements he, James, might make.<sup>11.</sup>

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9. See Appendix II for detailed account of family tradition regarding Nicholas Marmion.
  10. Joseph Barry, The Strange Story of Harper's Ferry, Thompson Brothers, Martinsburg, W.Va. 1903, p. 15.
  11. Lease, July 7, 1832, Deed Book 20, p. 161-162. This was a standard form of lease used by the Wager family at Harpers Ferry.

James Wager proceeded to build the new house quite soon after this lease as is apparent from the sale of his leasehold interest in the Wager House, in 1834. The advertisement proclaimed, "Also, all the interest of said James B. Wager in the House and Lot he now occupies, as derived from a lease executed to him by Gerard B. Wager and S. A. Wager."<sup>12</sup> William and S. B. Anderson almost immediately offered the house for rent.

"FOR RENT

The subscribers will rent to the high bidders, on Saturday the 20th instant, the DWELLING HOUSE, and LOTS, with all the appurtenances belonging, formerly the property and in the occupancy of James B. Wager. The Dwelling House is very large. The lots are large and very productive, with a good stable and negro quarter attached. The whole together making it an admirable situation for a TAVERN of the first order. Parties and others wishing to stay a short time at this much admired place would give this the preference on account of the many conveniences, too numerous to name in this advertisement, but which must immediately strike the views of any observer at first sight.

W. & S. B. Anderson" <sup>13</sup>.

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12. Virginia Free Press, October 2, 1834, p. 3. c. 6.

13. Ibid., December 11, 1834, p. 3. c. 4. In this advertisement reference is made to a stable and negro quarter attached to the big house. Architect Franzen in investigating the Second Marmion Tenant House uncovered the indication of a building which had been attached to the Wager House. This is most probably the slave quarters alluded to in the ad. It is assumed it was demolished to make way for the construction of the Second Tenant House and is no part of the scene in 1859.

That this was not the Harper House is evident from the division of the Wager property in 1835 when Sara was awarded Lot 45 designated as containing the old mansion and James received Lot 44 including the buildings attached to the mansion.<sup>14</sup> Quite possibly the construction of the Wager House was the final indebtedness incurred by James Wager in his financial activities resulting in bankruptcy.

A thorough search of the newspaper files has revealed no information as to the date of construction. The deed evidence, however, leads us to a possible conclusion. On July 7, 1832, the same day as the lease which resulted in the erection of the Wager House, James, Gerard, and Sara sold a lot of land in Bolivar to William Smallwood for \$2,400.<sup>15</sup> By this sale James would have received about \$800. It is believed that this money was used by James to finance the start of construction of the Wager House.<sup>16</sup>

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14. Deed Book 29, p. 140-141.

15. Deed of Bargain and Sale, Deed Book 20, p. 96-97.

16. James Wager apparently moved from one deed of trust to the next in his financial dealings and met one note by the next. The following dates of deeds are those located in the County records: May 29, 1824, D.B. 13, p. 65-66; Oct. 22, 1824, D.B. 13, p. 143-144; January 1, 1825, D.B. 13, p. 242-243; May 27, 1827, D.B. 14, p. 499-500; July 15, 1830, D.B. 16 p. 229-230. This chain of trust deed indicates that he would have used the money net to pay off a mortgage, but for another purpose and coinciding with the lease to the Harper House and grounds the resulting conclusion is that he used the money to start the Wager House.

It is considered unlikely that the house could have been fully paid for with only \$800 and his later deed of trust, dated October 1, 1833, was for the purpose of completing payment or financing the finishing of the house.<sup>17</sup> It then appears that the Wager House was begun in July of 1832 and completed either by October of 1833 or shortly thereafter.

#### 4. Wager House becomes Marmion Hall

James B. Wager's financial difficulties finally resulted in his bankruptcy and court action to meet the demands of his creditors. To accomplish this the Circuit Superior Court of Law and Chancery on April 2, 1835 ordered the property of the Wager family divided between the three Wagers and laid off in a plat. In regard to the one-third assigned to James Wager,

"...it is further ordered that George W. Sappington be and he is hereby appointed a special receiver of this Court, to take into possession as soon as the assignment is made, the share or portion which shall be laid off and assigned to James B. Wager - to rent out the same, if not already rented out, at public renting, fixing the time and place of renting by advertisement in the Charlestown Free Press, and by hand bills at Harper's Ferry, and other public places in the neighborhood; to collect and receive the rents, issues and profits, and pay the same into Court to the credit of these causes, as he shall be from time to time, required and ordered to do so. And the said special Receiver is also directed to collect and receive the rents and profits accruing and coming to the said James B. Wager, from and after the time the said Wager took benefit of the insolvent laws, and pay the same into Court as he shall be required to do so."<sup>18</sup>

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17. Deed of Trust, Deed Book 19, p. 230-231.

18. Decree, Deed Book 20, p. 140-141.

The report of the Commissioners appointed by the Court was submitted on October 10, 1835<sup>19</sup>. and the following spring the portion of the Wager property assigned to James was advertised:

"IMPORTANT SALE

OF REAL ESTATE

At Harpers-Ferry, Virg'a

On the first day of June next, the undersigned as special commissioners, appointed by a decree of the Court of Chancery, will expose, at public sale, to the highest bidder, on the premises, the following highly valuable LOTS in the town of Harpers-Ferry, in the County of Jefferson and State of Virginia, part of the real estate of James B. Wager, Esq. viz:....

No. 12. The new mansion house, with a large garden lot about 120 x 140 feet."<sup>20</sup>.

The terms of the sale were one-third at the time of sale and the balance in equal payments at nine months and eighteen months. The purchasers, George B. Stephenson and William Anderson complied with these terms and received a deed to the property as recorded in January of 1838. The auction had taken place on June 18, 1836, and the price paid was \$1,760.<sup>21</sup> With this sale the house and grounds passed out of the possession of the Wager family permanently and we now enter the "dark ages" as far as our knowledge of the ownership and use of the structure is concerned.

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19. Report, Ibid.

20. Virginia Free Press, April 7, 1836, p. 4, c. 1.

21. Deed of Bargain and Sale, Deed Book 24, p. 196-197.

Presumably the new owners rented the house for either residential use or as a tavern as is suggested in an 1834 advertisement quoted earlier in this report. It is not until 1840 that the house is advertised for sale. \*It will be recalled, as documented earlier in this report, that James Wager had obtained an eight year lease to the property in 1832 and had sold his leasehold rights to William Anderson in 1834. The 1840 sale proposal fits perfectly the terms of the eight year, 1832 lease. There is no record of a financial settlement of the lease and it may be assumed that the house was therefore not available for disposal before 1840. The fact that one of the purchasers, William Anderson, was also the purchaser of the lease in 1834 explains why there was no settlement of the lease when the property was sold in 1836.

With the advent of Anderson and Stephenson offering their house for sale we have the first good description of the property.

"FOR SALE

We will sell, to the highest bidder, A DWELLING HOUSE, and ALL the Improvements, with a large and handsome lot, adjoining the old mansion property of the Messers Wagers. Said Dwelling is two stories high, with a basement of stone; has two large porches, and in every manner well arranged - two stables, Smoke House, &. are on the lot. These premises are handsomely situated on the side of a hill, sufficiently elevated to overlook the principal part of the village, the river Potomac and Shenandoah, the Potomac Bridge, Rail-road, &. in a word, it is the most beautiful residence at Harpers Ferry.

This property will most certainly be sold, and we invite persons wishing to purchase, to view the premises before the day of sale. The terms of sale are One-third in hand, one-third in 6 months the balance in 12 months, bearing interest from the

\*see note on preceding page-not part of original report.



date of the sale; - the Deed to be withheld until all the payments be made. Possession will be given immediately.

WM. Anderson  
G. B. Stephenson"<sup>22</sup>.

On June 4, 1840, the same advertisement appeared in the newspaper except that the date of the auction was included, July 1, and the house was identified as a brick dwelling.<sup>23</sup> The sale, however, was postponed until July 13.<sup>24</sup> No further advertisements were made on the property so we assume that it was finally held on the 13th as noted. However, the sale was unsuccessful and the owners, Anderson and Stephenson, retained title to the property. This is revealed by an 1843 advertisement of the house for rent.

"FOR RENT

for one or several years from the first of April next, the dwelling house formerly the property of James B. Wager. This dwelling is of brick, two stories high, with a basement story, admirably constructed - a large and productive garden, negro quarter, and two stables are attached, and in a word, the most desirable property in the place as a dwelling, boarding house, &.

WILLIAM ANDERSON & GEO. B. STEPHENSON"<sup>25</sup>.

From this point on there is less concrete evidence to base conclusions on in determining the ownership and use of the structure. No further notices appear in the newspapers and no further deeds are recorded in the County Courthouse relative to the house.

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22. Virginia Free Press, May 21, 1840, p. 3, c. 2.

23. Ibid., June 4, 1840, p.3, c. 4.

24. Ibid., July 9, 1840, p. 3.

25. Ibid. March 9, 1843, p. 3, c. 4.

According to family tradition Nicholas Marmion who had married the daughter of John Hall combined the two names in renaming the Wager House Marmion Hall. Inasmuch as Marmion did marry Lydia Hall<sup>26</sup>. and we accept that he owned the house in 1859, it is felt that this name Marmion Hall is appropriate to the structure in the historic period and should be adopted as the most suitable name.

5. Nicholas Marmion, owner of Marmion Hall

Dr. Nicholas Marmion's activities at Harpers Ferry before the Civil War cover a period of over 30 years, but there is limited information available on him in this period. Most of our evidence comes from correspondence between Marmion, the Ordnance Department and the Superintendent resulting from Marmion's claims against the Government.

In February of 1827, Dr. Marmion ran the following advertisement in the Charles Town newspaper: "Doctor N. Marmion, Lately of Charlestown, Respectfully offers his professional services to the inhabitants of Harpers Ferry and its vicinity. He may, for the present, be found at Major Stephenson's Hotel."<sup>27</sup>.

Marmion did not apparently like this as a permanent arrangement and made plans to move into a private residence. He approached the Superintendent, James Stubblefield, with an application for a lot on

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26. Virginia Free Press, July 18, 1839, p. 3.

27. Ibid., March 7, 1827, p. 3.

which to build in 1828. Stubblefield forwarded his request with the comment that the site chosen would not interfere with the operation of the Armory and voiced his approval. He requested directions from the department as to the steps he should take and urged an early decision so that Marmion could build that year.<sup>28</sup> The Ordnance Department favored approving the lease on October 16, 1828, and Col. Bomford wrote to Stubblefield in this regard. He pointed out that the Superintendent had omitted the amount of rent that Marmion should pay and asked for that before final approval was given.<sup>29</sup> Stubblefield in rough draft supplied the contract with Marmion including the rent to be paid and again referred to Marmion's desire to begin work before the building season closed for the year. It is revealed by this letter that the Doctor wished to operate an apothecary shop in his structure.<sup>30</sup> The Department acted with dispatch for on November 28 only five days after Stubblefield's last letter the formal lease was mailed from Washington.<sup>31</sup> As it was by this time almost the first of December, it is unlikely that he began his house before the following spring.

Marmion had successfully overcome one obstacle - that of a lack of desirable private land on which to build - by obtaining government

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28. Harpers Ferry National Monument Microfilm File, Reel 22, vol. 5, p. 420. Hereafter cited as HFNM Microfilm File. These records are from the files of the National Archives.

29. Ibid., R. 14, v. 6, p. 576.

30. Ibid., R. 22, v. 5, p. 422.

31. Ibid., R. 14, v. 6, p. 587.

permission to locate on public property. This was evidently the first time the Ordnance Department had made available government land for private use, because Gerard Wager when he learned that Marmion planned to open an apothecary shop complained to the Department. At this time, 1829, the Wager family still had a monopoly of the private land and they determined the uses to be made of their properties. If the government permitted businesses to operate on its land, the Wagers would be unable to continue to charge excessive rents for their property.<sup>32</sup> The justification for the lease at this time was pointed out to Wager:

"...a lease was allowed him /Marmion/ by a special order of the Secretary of War of the 12th August 1828, for the purpose of erecting an apothecary shop, provided the public interest required it. On making the necessary enquiry of the Superintendent this appeared to be the fact, and on the 8th of October he accordingly transmitted the form of a lease for approval, specifying the ground &. With some modifications the lease was returned on the 28th Novr. with instructions to return a copy of it as soon as it was executed.

No copy of the lease has since been returned, as directed. I have therefore, in consequence of the information contained in your letter, that improvements on the lot are about to be commenced, directed a copy to be forwarded to this Dept. as early as practicable."<sup>33</sup>

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32. The cost of living at Harpers Ferry based on goods and services was increased due to the high rents charged businessmen by the Wagers. This presented the government with the alternative of either increasing wages or permitting private developments on public land. The second choice was adopted. The Wagers fought this, but lost.

33. HFNM Microfilm File, R. 14, v. 7, p. 622.

Colonel Bomford followed up on this on the same day, May 25, 1829, with a cover letter to Col. R. Lee at Harpers Ferry.

"Inquiries have been made at this Dept. by Mr. G. B. Wager, concerning a lot of the public ground at Harpers Ferry on which he stated Doct. Marmion is about improving. Enclosed you will receive the answer given to Mr. Wager, which after perusal, you will seal and sent to him. It will explain to you the circumstances of the case. The building, should not, of course, be permitted to be commenced, until the execution of the agreement as forwarded from this Dept. and as soon as it is executed a copy of it should be furnished." <sup>34</sup>.

Col. Lee complied with the directions issued by Bomford and transmitted the executed deed on June 3, 1829. By so doing he solved one problem but raised another question that was to tie Marmion's interests to that of the Armory in later years. That problem was the collection of rents. To get this subject off on firm ground, we quote Lee's letter in which we have the first reference to Marmion's opinion that he should be allowed the property rent-free.

"...It is suggested by the Doctor that as this place is frequently unhealthy so much so that Physicians retire a few mile from the place, and cannot always be found at the moment they are wanted, and as the advantage in having good and skilfully medical aid always on the spot, perhaps it would not be deemed improper for the United States to allow them their building Lot free of Rent, or at a reduced price." <sup>35</sup>.

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34. Ibid., R. 14, v. 7, p. 622-623.

35. HFNM Microfilm File, R. 22, v. 6, p. 577.

As will be seen later the Department did not agree with Marmion's thinking, but he apparently thought it fair and acted accordingly.

Marmion had been anxious to start construction in 1828 and was prevented due to his lease not being approved until late in the year. The stone house which he built starting in 1829 was valued by a committee of three at two thousand dollars indicating that it was a very nice house for the times. <sup>36.</sup>

The next request that we have on record made by Marmion was denied. Doctor Marmion's practice undoubtedly required him to travel about the vicinity and the need for a horse must have been apparent. However, when he requested permission to erect a stable on his grounds it was denied. Considering the fact that he had been granted permission to build his house on government land Col. Bomford was on rather thin ice when he pointed out that, "It is contrary to the regulations of the Department to allow private buildings to be erected on the public land, under any circumstances."<sup>37.</sup> The Doctor must have had a problem as we find from time to time that there are official reports of a shortage of stable space.

Marmion was apparently financially successful as in 1838 he again applied for permission to build a house. A decision was not made on the request pending a report from the Superintendent who was

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36. Ibid., R. 22, v. 15, p. 1504.

37. Ibid., R. 14, v. 10, p. 936.

directed to present his views.<sup>38.</sup>

Starting in 1839 Marmion attempted to settle his claim against the Government. This was not quickly settled as he felt the offers he received were less than the value of the improvements he had made. It may be that he already had in mind buying the Wager House. Certainly he would have had to move some place had the Government met his demands and he may have anticipated the 1840 offer to sell the Wager House. The doctor's 1838 request indicates as stated above that his financial situation was improving and the desire for a new house may have been in anticipation of his coming marriage in 1839. If this request was denied (and there is no evidence that it was approved) Marmion would have been looking around for other quarters. The Wager House, as the most imposing residence in town, would have befitted his position as a prominent doctor. If he was not farsighted enough to anticipate the sale of the house, he may have planned to rent it until it was available for purchase at the expiration of the lease in 1840. Another possibility is that since one of the owners of the property also owned the lease, Marmion may have planned to buy the house before the expiration of the lease.

Unfortunately for Marmion, if this was his grand scheme, the government failed to agree with him on settling his claim and he apparently did not have resources enough to buy the house in 1840. Relations between Superintendent Lucas and Doctor Marmion became

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38. HFNM Microfilm File, R. 14, v. 12, p. 1137.

rather strained as negotiations regarding evaluating the Marmion improvements got under way. Marmion felt that he was not being treated fairly by Lucas and appealed for help to Col. James Mason. When Superintendent Lucas learned of this he wrote to the Ordnance Department in his defence and presented the case as he understood it.

"I beg leave, in compliance with your instructions of July last, to submit the following report, in relation to Doctr. N. Marmion's claim for Improvements, upon Public ground, at this Place.

In connection with which, it is proper I should notice certain remarks, of a personal character contained in Doctr. Marmion's letter to Col. Mason, & by him referred to the Sec. of War.

He expressed surprise that, I should have declined to accede to his proposition, to unite with him in having his Improvements valued - "stating that I did not possess the authority to do so" - "or had been expressly prohibited from doing so, by an order from the Ord. Dept." - And without having called at my office, to see the order, or make himself acquainted with the facts, he threw out the gratuitous insinuation that, "I was capable of refusin a reasonable request and that my intention was to pay him just what I thought his Improvements worth" - in other words - less than their real value, as he seemed to apprehend.

He has also mentioned cases, where others were paid for Improvements, made by them, upon Public ground without any authority except the consent of Col Stubblefield, the Supt. - but he omitted to state that their Improvements had been regularly valued, and the respective amounts appropriated, by Congress for payment thereof while he, on the contrary, had probably declined to have his valued, previous to the appropriations being made - possibly holding back, with a view of drawing a high interest, upon his investment, in shape of rent - as others have done. For it is very probable, had he come forward at the time, he might have had his Improvements valued & rec'd the same measure of justice, that was meted out to others.

He has likewise selected the cases of Philip Coons getting \$3,500, and Wm. Graham's heirs \$4,000, for their respective Improvements and says that "he would not have it understood that, in either case the Govmt. is the loser -



on the contrary he believes the houses cost, & are worth more". Even admitting they did cost that amount, it was too much, & they were worth considerably less, at the time, they were surrendered /sic/ - being very much out of repair.

In this opinion, I am sustained, by the valuation since made, by three competent disinterested gentlemen, who were selected to value all the Public Houses, at this Armory including these Improvements.

Besides these individuals had paid no ground rent, & had held possession of the Improvements long enough, at the rents they commanded, to re-imburse them in the amounts they had expended in the erection of these Improvements, with interest thereon: and consequently doubled their money thus invested.... Doctr. Marmion, as stated by himself, had entered into a written Lease, reserving a ground rent of 50 cents a foot, & limiting the cost of the House to twelve hundred Dollars the amount fixed himself.

This Improvement saying nothing of three other distinct lots with a dwelling, two stables & a corn house held by Doctr. Marmion would have rented for at least \$200 a year, which, in ten years, the time he has been in possession, would amount to \$2,000 a sum equal to the cost of putting up the Improvements. To which should be added, the ground rent, which has never been paid, upon 35 feet front, at 50 cts., is \$175, or at \$3. the real value, is \$1,050, which altogether may be said to amount to \$2,500 to 3,000 - a sum sufficient to re-imburse the whole expenditure, made by him, under the Lease.

But, in as much as Doctr. Marmion's case is not an isolated one, and as other property similarly situated, had been paid for, by estimating the value thereof, at the time of surrender, & without deducting therefrom the customary ground rent, I would respectfully recommend that he should have the same measure of justice meted out to him, and be allowed Seventeen hundred Dollars, the valuation put upon his house, by the three gentlemen, who, as before stated valued the Govmt. property, at this Armory - without any deduction being made for ground rent.

Which I think ought to satisfy Doctr. Marmion, especially, as he has forfeited his Lease by failing to comply with its stipulations.

There is an unexpended bal. of the appropriation for paying off claims for houses built, by private individuals on public lands of \$1,595. which it would be well to apply to the discharge of this claim - it being the only one left to be

settled.<sup>39</sup>.

The bulk of this letter dated January 11, 1839, is quoted as it summarized quite well the situation existing at that time and also Dr. Marmion's letter presenting his thinking.<sup>40</sup> Dr. Marmion felt that there were unusual expenses involved in building his house which resulted in spending much more for it than he had anticipated. He does not deny that he had failed to pay any ground rent for some ten years, but apparently did not feel that this should have any bearing on the amount he should be paid. Superintendent Lucas was overly optimistic in assuming that Marmion would be satisfied to settle his claim for \$1,700. It was another eight years before the case was closed,

Lucas was not the only person who did not understand Marmion for Col. Bomford on January 18, replied to Lucas' letter as follows:

"I have to acknowledge the receipt of your letter of the 11th inst. on the subject of Dr. Marmion's improvements on the public land.

Lt. Col. Talcott, the Inspector, is of opinion that the sum named by you (\$1,700) ought to satisfy Dr. Marmion, & if he agrees to it, you are authorized to pay that sum; \$1595 out of the appropriation for the purpose & the balance out of the rents received for other public property.

Should Dr. Marmion object to this mode of settlement, it is recommended to have an assessment made by persons appointed

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39. HFNM Microfilm File, R. 12, v. 5, p. 473-476

40. Ibid., R. 12, v. 5, p. 483-486.

by you & him, & report the result to this office.<sup>41</sup>

Marmion declined the offer of \$1,700 and asked for a new appraisal as provided for in the above quoted letter. This was done and the report submitted by Lucas on June 21, 1839. The men selected to value the house agreed on the sum of \$2,300. To this Marmion agreed even though he maintained the house cost more than that. Lucas seemed to think this settled the matter even though he had not mentioned to Marmion that he was deducting from the \$2,300 the sum of \$218 for back rent leaving a balance of \$2,090 which should be awarded to Marmion. The doctor at this time applied for permission to rent the house from the Government at the rental rate then applied to employees at the Armory. This was considerably below town rents, but Lucas recommended approval of the request.<sup>42</sup>

On July 24, Lucas reported that Marmion was again posing objection to the settlement of the claim. When Marmion learned that he was to be charged back rent, he refused to agree and wrote Lucas two letters dated July 20, 1839. In these letters he admitted he had agreed on the sum of \$2,300, but that was less than their cost or value and he had not expected to have anything deducted from it. He went on to point out the reasons the house cost more than anticipated and considerably more than the value placed on it by the appraisers. A substantial retaining wall against the hill and unusually deep foundations were not supposedly taken into consideration.

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41. HFNM Microfilm File, R. 14, v. 12, p. 1152

42. Ibid., R. 12, v. 6, p. 563-564.

His justification for an exemption from rent was based on two factors. First he claimed to have performed services for the employees of the Armory without being paid and second, others had been exempted. He therefore did not feel that he should be made an exception to the rule in practice at Harpers Ferry.<sup>43.</sup>

Superintendent Lucas by this time was evidently becoming discouraged with the whole affair. In his letter transmitting copies of the two Marmion letters he reported that he had made all the concessions his conscience would allow and dumped the matter in the laps of the Ordnance Department in Washington.<sup>44.</sup>

The Department did not act on the matter before Lucas was replaced as Superintendent and the problem still faced the new superintendent, H. K. Craig. On March 6, 1842, Craig summarized the events in this rather involved story and concluded with the recommendation that the former offer of \$2,090 plus a small amount for later improvements should be the basis for settlement. He had told Marmion about this and also that he expected Marmion to put the house in as good a condition as it had been in 1839. Craig did not report Marmion's reaction to this last stipulation to settlement.<sup>45.</sup>

Once again the property was to be appraised and from the tone of this letter it seems the men in the Ordnance Department who had been concerned with the claim were losing patience with the Doctor.

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43. HFNM Microfilm File, R. 12, v. 6, p. 569-571 and p. 572-573.  
Both letters are substantially the same.
44. Ibid., R. 12, v. 6, p. 568.
45. Ibid., R. 12, v. 10, p. 993-996.

"Your letter, in relation to the case of Dr. Marmion, has been received.

Subsequent to the proposition that the value, set upon the improvements by the mechanics chosen to appraise them, should be paid to Dr. Marmion, after deducting from that amount the rents due, which proposition was sanctioned by this Department. Col. Lucas reported that he had recommended letting Dr. M. occupy the house at the very low rate of 5 per cent upon the amount to be paid him for it. This amount to be paid; but which does not appear ever to have been paid, must be the award of the appraisers of \$2,300, as no other amount appears to have been authorized. The reply to Colucas dated 31st July 1839, sanctioned the course adopted by him, that is, the renting of the house at 5 per cent upon the amount to be paid for it. Since that time there had been no correspondence on the subject.

I have no objection to have the whole matter settled on the basis of the arrangement before sanctioned by the Department, which I understand to be to pay Dr. Marmion for the value of his improvements, to be determined by judges to be appointed by you and him, deducting therefrom the rent due. Since the appraisalment in 1839 the value of property has undergone a very great change, and as the Dr. declines to abide by the valuation at that time he should consent to a new one now.

The amount of rent due, and the award of the appraisers must be reported to this Office, and its sanction obtained before the arrangement is closed."<sup>46</sup>.

Marmion's reasoning regarding rent free quarters for the time of his lease apparently left the Ordnance Department unmoved. This stumbling block to settlement resulted in further delay and additional time and correspondence was consumed before Marmion accepted payment.

By the end of 1844 Marmion had apparently come to the conclusion that he should settle his claim. Probably he felt that he had obtained the best possible terms and offered to sell for \$2,000 if the Government would relinquish claims for back rent. In his letter to

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46. HFNM Microfilm File, R. 19, v. 2, p. 1231

Superintendent Symington he provides us with the best written description of the structure.

"I hereby agree to surrender to the United States, the house I occupy, built on the public land at this place, for 2000 dollars upon the release of any claim they might have for ground rent for the site on which it stands. The house referred to is of stone 35 ft long & 22 feet wide - two stories above ground with a finished basement, containing a kitchen, an office, & a cellar - with chimneys at each end & seven fire places. In the rear of the house are porches running the whole length, two stories high, the frame work of which is of white oak & yellow poplar, which, with the house have been finished in a very neat & substantial manner. The garret also is finished with gable end & dormer windows. In the yard is a smoke house having under it a cistern of stone & hard brick laid in cement.

A stone wall from 4 to 2 1/2 feet thick supports the filling in of the yard, & runs the whole length of the lot. The above improvements cost not less than \$2700, as would appear from an accurate measurement & valuation of the same, as made by Messers Cussy & Myers while Genl. Rust was superintendent of the Armory here. Desirous of bringing the matter to a close I offer the property at the above price, the, according to the contract closed with the Ordnance Department in 1840, which the Superintendent failed to carry into effect, I should receive \$2193.75."<sup>47</sup>.

It appears that at this time the matter was coming to a satisfactory conclusion with Marmion asking for \$2,000 and Superintendent Symington after considerable mathematics with the back rent situation arriving at a figure very close to Marmion's. To Colonel Talcott the Superintendent reported:

"The long unsettled matter between doctor Marmion and the U States appears from what I have been able to gather from the records to be as follows

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47. HFNM Microfilm File, R. 23, v. 3, p. 278-279.

He doctor M. was in early days permitted to build upon the public ground by paying 50 cents per foot front annual rent and a lot of 35 feet front on High street was leased to him to build upon. Afterwards when it was proposed to buy out his improvements at their valuation, the rent of the ground to be deducted, a difficulty arose. The superintendent charging him with more ground than was leased to him to build upon, because he doctor m had some vacant ground adjoining his house enclosed as a yard.

Now to take up the subject from the date of your letter of 1 July 1839 to the then Superintendent authorizing a settlement to be made, at which time the valuation of the doctors improvements was conceded to be \$2300. The superintendent charged against him (doctor M) for rent of the ground \$210. doctor Marmion contended for only \$175 the rent due up to that time on 35 feet front. No settlement was made in consequence of this disagreement, and the money appropriated for this was diverted to other objects.

doctor Marmion charges this delay to settle as a grievance, in as much as the money (the difference between \$2300, and \$175 which he was willing should be deducted for the rent) if then paid would have been valuable to him, more so than the rent of the House, which he has continued to occupy up to the present time. It appears to me that if the matter was litigated in court the U States could claim according to the following statement.

Present valuation of his improvements based on the authority to settle as given in your letter of 1 July 1839	2260.00
from which deduct	
rent accrued on 35 feet front according to lease up to 1 July 1839 at 50 cents per front foot per annum	175.00
For rent at same rate from 1 July 1839 to 31 december 1844	
5 1/2 years	96.25
	<u>271.25</u>
leaving to pay him	\$1988.75

Though perhaps a legal charge for the whole lot might be made good against him from 1 July 1839 to the present time as he was notified at that time that he was liable for the whole ground enclosed by him. To save any litigation however, and the expense to grow out of it, may it not be well to admit his present proposition for \$2000 and so close the matter. I think I would recommend this arrangement."<sup>48</sup>

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48. HFNM Microfilm File, R. 23, v. 3, p. 273-276.

There certainly was merit in the Superintendent's recommendation to settle for \$2,000 as the court costs would have far exceeded the \$11.25 difference in the two sums. At this time Superintendent Symington was recommending the purchase of a number of lots and buildings. He submitted a list of nineteen parcels, mainly in close proximity to the musket factory, including "A 2 story stone house with basement & Gallery 35x22 ft. and a wooden 1 story back building - \$2000.00."<sup>49</sup>. In his letter accompanying the list, Symington states:

"This, I believe is the last of these sort of claims, and it is disirable, I think, that it be arranged, if the terms at which he offers can be approved.

I have had the buildings valued by Mr. Fuss, the Master Carpenter, who is fully competent to do so, and who sets down the valuation at \$2260, exceeding the sum which Doctor Marmion proposes to sell for 260 dollars."<sup>50</sup>.

It had taken years for Marmion and the Superintendent to come to an agreement. Now it was to take more years before payment would be made for his improvements. The first delay was Marmion's responsibility; the second delay was the Government's responsibility. Although Superintendent Symington recommended acceptance of Marmion's offer of a \$2,000 settlement in December 1844 nothing developed through 1845, 1846 and into 1847. On April 7, 1847, Symington again urged the extinction of this claim with the recommendation that Marmion be paid \$2,000. Other properties

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49. HFNM Microfilm File, R. 23, v. 3, p. 268.

50. Ibid., R. 23, v. 3, p. 266.



were also still waiting purchase by the Government. In his April letter Symington again presented his justification for their purchase and concluded by saying, "It is desirable to have this matter arranged as speedily as circumstances will admit in as much as most of the owners have made arrangements for removing elsewhere."<sup>51</sup>. Whether Marmion was one of these is not mentioned. In the list of property to be acquired we find a brief description of both houses on Marmion's lot. "A Stone House, 2 Story with basement and gallery 35x22 - also a wooden 1 Story House 16x14."<sup>52</sup>. Marmion was apparently still anxious to sell as he had not raised the price.

Symington perhaps felt that the inconveniences resulting from delay in settlement would not sufficiently impress the Department and about a week later on April 13, 1847, again urged speedy action. He pointed out that, "a few persons about here ...are strenuously advising them (the property owners) not to sell..."<sup>53</sup>. Symington really didn't need to worry about it for on April 15, Col. Talcott transmitted to him the decision of the Secretary of War.

"Your letter of 7th inst. with accompanying papers, was duly received and submitted to the Secretary of War, who had returned it with the following endorsement

The Ordnance Bureau is authorized to accept the terms herein

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51. HFNM Microfilm File, R. 23, v. 8, p. 790.

52. Ibid., R. 23, v. 8, p. 796.

53. Ibid., R. 23, v. 8, p. 799.

proposed for the purchase of the property at Harpers Ferry, and to receive conveyances thereof, and contract to make payment therefor under the conditions imposed by the Joint Resolution of Sept. 11th 1841.

War Dept.  
Apl. 14th 1847

W. So. Marey  
Sec. of War

You are therefore fully authorized to make the purchases and will do so with as little delay as practicable; keeping in view the conditions alluded to by the Secretary."<sup>54</sup>.

This must have been a relief to Symington who strongly felt the need for the properties he had recommended be acquired for the Armory. Legal technicalities perhaps delayed the settling of Marmion's claim or there was a delay in recording the agreement, because it was not until November 30, 1847, that the settlement was entered in the County records.<sup>55</sup> Marmion received his \$2,000 and probably with a sigh of relief determined not to become involved with the Government again in real estate. The feeling was undoubtedly mutual on the part of the Superintendent for the case had been dragging on for eight years before settlement.

In looking back over the circumstances of the case, it appears that Doctor Marmion did quite well. He had originally leased a piece of Government land on which to build a house and operate an apothecary shop. By the terms of the agreement in 1828 he was to pay ground rent of fifty cents a front foot and to surrender the property on demand. During the nineteen years that he retained possession of the house and lot, he did not pay any rent and it was eight years between the time the Superintendent notified him

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54. Ibid., R. 19, v. 3, p. 288.

55. Deed Book 29, p. 366. Jefferson County Court House, Charles Town, W.Va.

that he was to surrender the property and the time he actually vacated. Although Marmion was doubtless determined to receive as much as possible for his house, it should not be inferred that he did not honestly feel he was entitled to his claim. It is most probably true as pointed out by the Superintendent that the amount of the unpaid rent and the rental value of the house equaled or exceeded the cost of construction. In looking at it this way and assuming this to be true, whatever Marmion received for his improvements was profit on his investment. However, he was not alone in Harpers Ferry in claiming the then value of the house as others were paid on this basis and without having the back rent deducted from the purchase price paid by the Government. It may be noted also that the disagreement over his claim probably inconvenienced him as there are indications that he hoped to purchase the Wager House in 1840 and did not have the money to finance it until the Government paid his claim. Again in 1843 he had the opportunity to rent the Wager House, but did not while his claim still was unsettled. Marmion built the house as a bachelor and may not have taken into consideration future marriage and a large family. The desire to move to more adequate quarters may have been a determining factor in his decision to settle in 1844 for less than the appraised value established by the Superintendent's representative, Mr. Fuss. By this time the Marmion's had three children and before they left the house one more child was added to

the family.<sup>56.</sup> Together with his apothecary shop and slaves the house was probably thoroughly used and if Marmion was the influential citizen of Harpers Ferry we are led to believe, he would have desired more pretentions housing. The Wager House was the answer to his housing problem.

The history of the Wager House as far as our records helps us has already been recounted. The last reference in deed or newspaper occurred in 1843 when Anderson and Stephenson offered it for rent. No lease is found in the county records which indicates that either they made no formal lease, the lease was not recorded, the lease was lost, or no one rented the property. Considering the ever present shortage of housing it is unlikely it was not rented. The phrasing of the advertisement in 1843, "for one or several years", suggests the possibility of an informal arrangement. Also they had tried to sell the house in 1840 without success and presumably were still interested in disposing of the property. An informal rental basis would permit them to sell with less difficulty then if they had to await the termination of a lease or sell with an unexpired lease. We can be sure that if the house was rented in 1843, it was not used for commercial purposes as there are no advertisements regarding it. There is no doubt that

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56. HFNM Microfilm File, R. 10, v. 2, p. 111. U.S. Census of 1850.

had a business opened here the proprietor would have announced the event and because it was one of the finest houses in town the newspaper would probably have reported the event. Neither is the case, so we can assume it remained strictly a residence. Although there is no documentary evidence to date the purchase of the Wager House by Nicholas Marmion, we have indirect evidence to substantiate the date 1847.

It is not known who occupied the Wager House in 1843 after it was offered for rent, but we do know it was not Nicholas Marmion. By his own statement in offering to settle his claim in 1844 for \$2,000, Marmion locates himself in his house on Government land. In this letter quoted earlier in the report he specifically says, "the house I occupy, built on the public land" and thus precludes the possibility that he rented the Wager House while still awaiting settlement of his claim. It is believed that he did not purchase the new house until paid by the Government in 1847. With the \$2,000 he received he should have been able to pay for the house completely or very nearly so. Anderson and Stephenson paid \$1,760 and granting increases in land values by 1847 Marmion still would have been a very good position to buy with \$2,000. After settling with the Government Marmion had to move and it is believed he moved to the Wager House. After this event the name Wager House should not be used in referring to Building No. 1B as Nicholas Marmion according to family tradition renamed the home, Marmion Hall. Marmion Hall from this time on was the residence of Nicholas or his

descendants until the property was acquired by the State of West Virginia for inclusion in Harpers Ferry National Monument.

6. Summary

Marmion Hall, formerly Wager House, was built by James B. Wager in the period 1832-1834. Financial difficulties resulted in the Court taking control of James Wager's property including the Wager House. In order to meet the demands of his creditors, the Wager House and other parcels of real estate were sold in 1836. William Anderson and George B. Stephenson bought the Wager House at that sale for \$1,760 and proceeded to offer it for rent. In 1840 an eight year lease to the property expired and the owners offered it for sale. For some reason, perhaps the price for the finest house in town was too high, the property was not sold. 1843 saw the house being advertised again; this time for rent. We have no record of who may have rented the house, but we do know that Doctor Nicholas Marmion did not. At that time and after he continued to live in a house on Government land.

Nicholas Marmion who renamed the Wager House to carry his name arrived in Harpers Ferry in 1827 and year later obtained a lease from the Ordnance Department permitting him to build a house on public land. The private land at Harpers Ferry at that time was entirely controlled by the Wagers and they objected to allowing private enterprise on the Government land as it would weaken their monopolistic hold on the real estate and businesses here. Their objections were not sustained and Marmion erected a two story stone house on his

leased land. By terms of the lease Marmion was to pay 50 cents ground rent per front foot per year and to surrender the property on demand. By 1839 the Armory Superintendent wished to take over the house Marmion had built, but no agreement was reached on how much Marmion was to receive for his improvements to the lot. Marmion it would seem was on rather weak grounds in holding out for a larger claim than the Superintendent wished to allow. He, Marmion, had neither paid any ground rent or surrendered the property as requested and, therefore, had really forfeited his rights in connection with the lease. The case dragged on for five years before Marmion and the Superintendent agreed on a price and then it was not settled until three years later in 1847. Marmion received \$2,000 and did not have to pay any back rent which under the circumstances was quite a favorable settlement for Marmion. It is believed that Marmion had been planning to buy the Wager House from Anderson and Stephenson as early as 1839, but was financially unable to do so until the Government settled his claim for the house he had built under his lease. With the settlement of Marmion's case in 1847, he had the funds to purchase the Wager House. When he acquired the Wager House he changed its name to Marmion Hall which was derived from combining his and his wife's last names. Dr. Marmion had married Lydia Hall in 1839 and together they raised a large family. Marmion's increasing family and increasing prominence both dictated a move to a larger and more impressive residence.

The Wager House fit his needs quite well. After the Marmions acquired the house it was used only as a residence until acquired by the State of West Virginia for inclusion in Harpers Ferry National Monument.

Family tradition maintains that during the Civil War Marmion used his home as a hospital which could have been true and the building would still maintain its integrity as a residence. There is no evidence that the house was ever used commercially although one advertisement suggested its use as a tavern. Lacking definite information that any businesses were ever established in this house, we will assume it was a residence throughout its history. In 1859 this was certainly the case and except for conceivable intermittent use during the Civil War as a hospital this was also the case till the last of the Marmions vacated the property recently. This house incidentally is the only one in Harpers Ferry National Monument which was occupied by the same family when purchased by the State as in 1859. There is a continuity of ownership here that is not found in any other structure within the Monument. Unfortunately the family today has been unable to produce any papers which would throw new light on the history of the building.

#### 7. Recommendations

In the year 1859 and during the Civil War the subject building was the residence of Doctor Nicholas Marmion. According to family tradition, Marmion had named this house Marmion Hall. This was a



combination of his name and his wife's maiden name, Hall. It is recommended that Harpers Ferry National Monument Building No. 1B, locally known as the Wager House, be renamed Marmion Hall.

Final determination of the use to which this structure, Building 1B, will be put rests on the disposition of the Storer College property. If Storer College is not acquired, Marmion Hall should be the administrative headquarters for the Monument. It is one of the few buildings which is located well above the flood zone and would be a safe storage for the records. It is the choice location in the lower town section of the Monument.

If the Storer College property is acquired by the Monument, the administrative headquarters should be located there. With the need to use Marmion Hall for offices eliminated there should be a very careful evaluation of other suggested uses. The entire row is to be restored on the exterior and the Harper House restored on the interior and exhibited as an historic house and the Tenant Houses remodeled for employee quarters. Any use of the interior of Marmion Hall should be in conformity with the rest of the row. However, the initial expense and the constant drain of funds and staff to protect and maintain the building should be weighed against the benefits received. With the Harper House exhibited as an historic house, it would not appear to be necessary to have a second house devoted to the same purpose and especially so immediately next to Harper House. The views from the porches of Marmion Hall are rewarding, but it is planned to restore the porches on the Harper House from

which point approximately the same benefits may be received. The suggestion that the interior be restored and exhibited as a Civil War hospital has the greatest merit. This would be of considerable interest to visitors, tie in with the Civil War developments at the Monument, and conform to its reported use in the historic period.

An economical compromise which would retain the feel of a residential row of houses might be considered. The windows facing the Harper Garden area could be provided with drapes or curtains which would block the interior view and then virtually strip the interior to a shell. It is felt that at this stage of development the funds necessary for interior restoration and furnishing of the house could better be directed toward exterior restoration of other buildings. The value of Marmion Hall is the same as the other structures in the lower town section in that its exterior appearance contributes to the scene which we are proposing to restore. The overall benefits to the interpretive program are greater from the restored town scene than from interior restoration of most buildings for the next several years. At a later date the interior restoration of Marmion Hall could well be undertaken. I, therefore, recommend that the exterior of Marmion Hall be restored from the funds programmed for exterior and interior restoration and the money not expended on the interior be directed toward more urgently needed restoration. This recommendation is in the light of the assumed acquisition of Storer College; if that fails to materialize the restoration of the exterior and remodeling of the interior for offices should be accomplished.

Section II of this Report, Historical Data, prepared by

Herbert H. Kissling  
Park Historian  
October 30, 1958

APPENDIX I

Sketches and photographs of Marmion Hall, historic and modern.

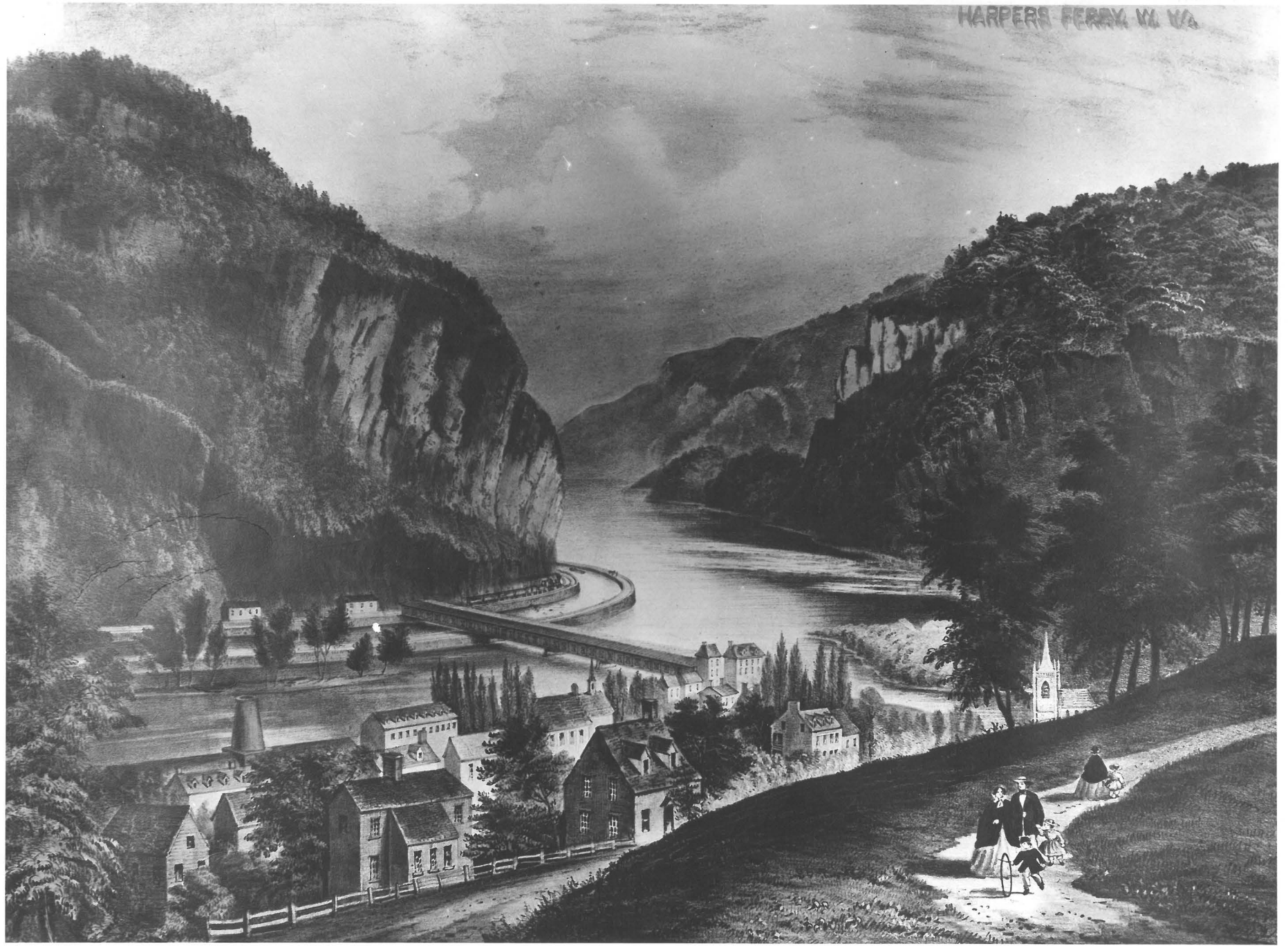
View of Harpers Ferry, Va.

(Photograph No. HF-23)

This early sketch by Currier and Ives was made between 1834 and 1836, with 1835 being the most likely date. By November the B. & O. RR. had reached the opposite side of the river and in 1836 began construction of their bridge. As the railroad is shown and there is no evidence of a second bridge (only the Wager Bridge is shown) it is believed that 1835 was the date of the sketch. Marmion Hall is shown below and to the left of the Catholic Church in the right foreground. It is a good sketch showing the three dormers and porch.

HARPERS FERRY NATIONAL MONUMENT

HARPERS FERRY, W. VA.



Harpers Ferry in 1859

(Photograph No. HF-66)

This valuable photograph is dated as 1859 from the reroofing that is taking place on the Harper House and Marmion Hall. Only the roofs are visible in the approximate center of this view. Family tradition states that there was a fire in that year which necessitated this work. Other evidence in the picture proves that it was taken before the war. The bridge and buildings which were destroyed early in the war are still standing. 1859 is an acceptable date.







Harpers Ferry in 1861

(Photograph No. HF 47)

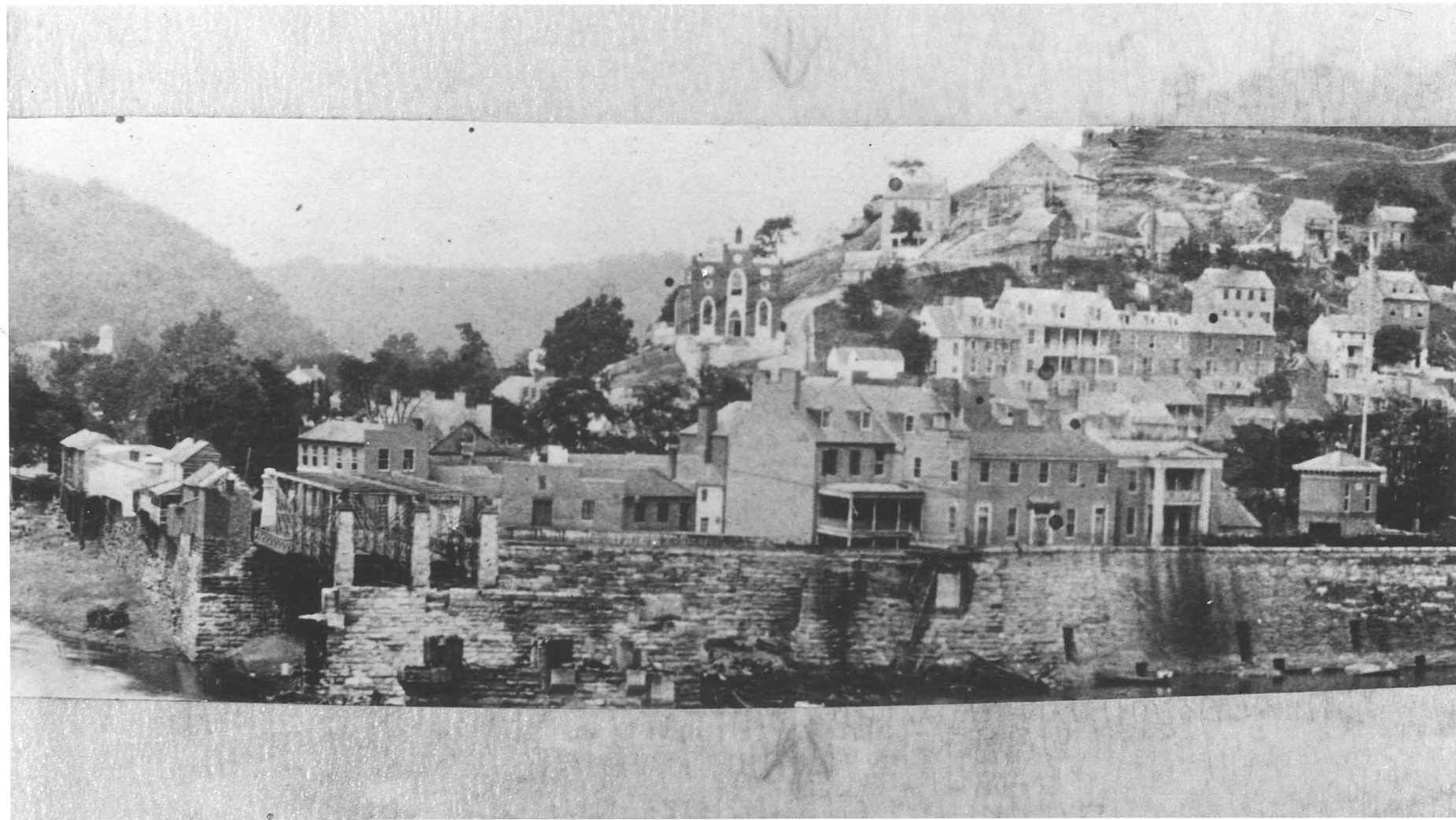
Marmion Hall is shown with its open porches and three dormers near the left center of the picture taken from the Maryland shore of the Potomac River.



Harpers Ferry in 1861

(Photograph No. HF-451)

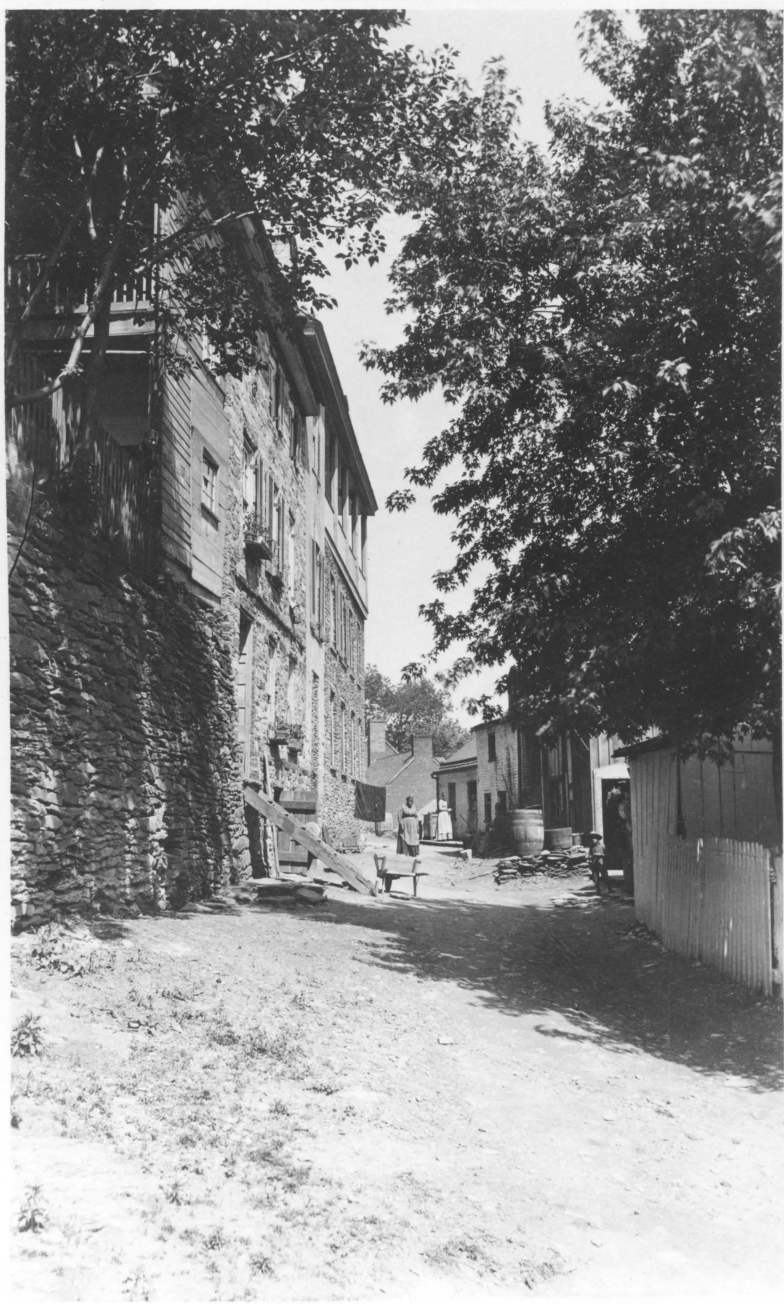
This enlargement of a portion of photograph HF-47 shows Marmion Hall from the river side with the open wooden porches which have been recently restored. Marmion Hall as the dominating structure in the row is seen in right center of the picture.



Marmion Hall Porch

(Photograph No. HF-79)

This photograph taken probably during the 1870's shows the porch on Marmion Hall closed in with stone to the third floor level. In the 1880's this work was completed.



Harpers Ferry from Loudoun Heights

(Photograph No. HF-99)

This fine photograph was taken between 1892 and 1895. The B. & O. RR. has relocated its tracks which was started in 1892 and the Catholic Church has not been remodeled which was done in 1896. Marmion Hall is largely obscured by the Harper House, but the roof line and the closed in stone porch are visible.







Marmion Hall from the Maryland Shore

(Photograph No. HF-43)

This photograph was taken in the 1870's showing Building No. 23 which was built in 1870 and the Marmion Hall porch closed in with stone in early 1880's is still open below the third floor. Marmion Hall is the large house with three dormers below and to the right of the Catholic Church.



Marmion Hall

(Photograph No. NHF-20)

Marmion Hall as it appeared in 1955 before restoration of  
the porch.





NHF-20

KODAK--SAFETY--FILM

Marmion Hall - 1955

(Photograph No. NHF-22)

Marmion Hall from the Harper Garden showing the tree growing through the roof. This view is prior to stabilization of the structure.



55-74N

KODAK--SAFETY--FILM



Marmion Hall

(Photograph No. NHF-39)

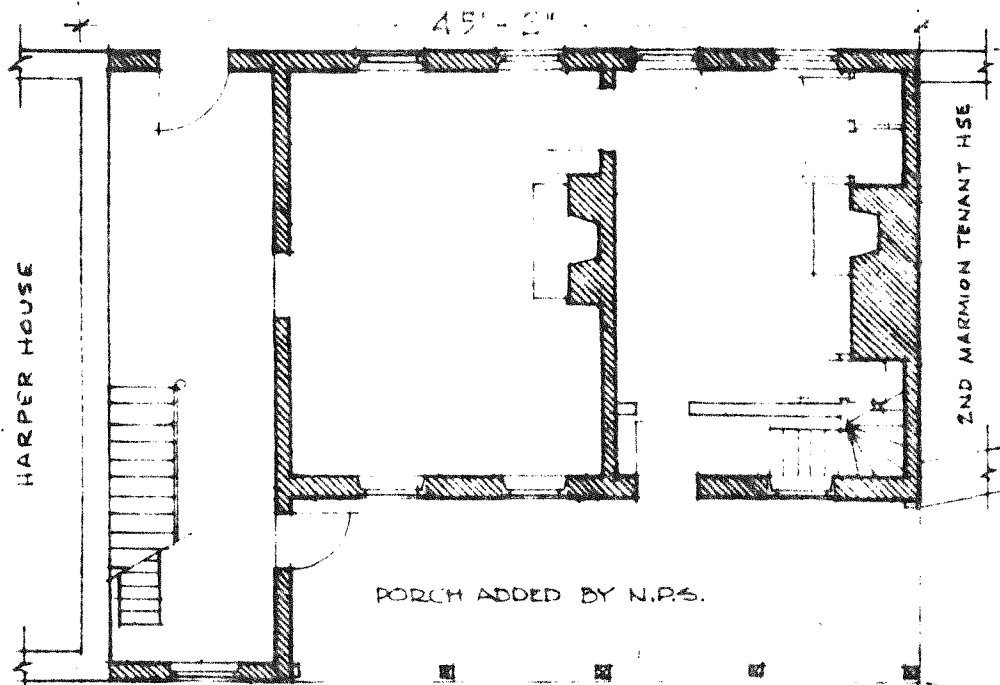
This view in the winter of 1955-56 shows work in progress on placing a temporary roof on the building.



2025 RELEASE UNDER E.O. 14176







SCALE 1" = 10'

FIRST FLOOR PLAN  
VAGER HOUSE



## APPENDIX II

Here is presented the family tradition regarding Marmion Hall and the life and activities of Doctor Nicholas Marmion. Those portions of three letters written by Dr. Marmion's granddaughter which pertain to these subjects are included in this appendix. They illustrate the danger of accepting personal remembrances as history. Mrs. Brosius is completely sincere and relates the facts as she remembers them from her childhood. The main agreement between the writer and Mrs. Brosius is in renaming the building Marmion Hall. This is an appropriate name reflecting the ownership of the structure in 1859 and is a rather pleasing name. The fact that it agrees with the present-day Marmion family is a happy coincidence.

"May 8th, '57

My dear Mrs. Fairbairn;

....My grandfather Nicholas Marmion, on graduating from a college in Ireland came to America and landed in Philadelphia about 1822 - He at once bought a horse and set out to find the best medical school and was directed to the University of Pennsylvania to which he rode on his horse and matriculated promising to return for studies when he had found a place as much like Ireland where he could get a grant to settle after he had become a doctor- So he rode away looking for the mountains and the rivers, when he found Harpers Ferry: Then it had few settlers but the leading citizen was Captain John Hall and his family at the Armory - They welcomed him and told him how to become a citizen & get land - He acquired the stone laid street at the head of the stone steps and the property on both sides of the street adjoining the Harper House then belonging to the Wager family. He named the street "Marmion Way" - Only the Harper House stood there, and it was a small roomed house compared to Marmion Hall which stood or was built next to it by my grandfather - He built the house he called "Marmion Hall" after he married Captain Hall's daughter Lydia Ingraham Hall when she was sixteen: - combining the two names Marmion & Hall - After arranging for a home to come back to he returned to the University of Pennsylvania where he studied to be a doctor and from which he graduated several years later - I hope soon to get some data the U. of P. Medical School have about him as I've written for it.

Young doctor Nicholas Marmion rode back to Harpers Ferry and though still owning Marmion Way he had a stone house near there where he lived as a bachelor, living mostly in the saddle, crossing the Shenandoah on Harpers' Ferry-Boat and going through the mountains delivering babies, the first doctor their mothers ever saw - To this day there are Nicholas Marmions through those mountains - I don't know how he married, and raised a large family had tutors and governesses for them because he rarely charged a fee, the mountaineers and county people were so poor - Of course later he had slaves who adored him, and when he gave them their freedom they would not leave him...

And so Nicholas and Lydia were married about 1840 and shortly afterwards the Hall family left for Missouri - My father William Vincent Marmion was born in 1841 in the Stone House on High Street while "Marmion Hall" on Marmion Way was being built. Then they moved into lovely old Marmion Hall where I and my brother grew up after my Mother died...

Only part of the first floor entrance hall adjoined or was part of the Harper House....

I am sorry I can't help much except my memories - During the Civil War the Yankees on the Maryland Stony Fort top of mountain and the Rebels on Virginia side used Marmion Hall for target as all over the house there were cannon ball holes in the thick walls - Even a large mahogany dining table had a hole through one leg, and my grandfather Nicholas tended the sick and buried the dead, always wearing a high silk hat that would be shot full of holes but he was never hit. Marmion Hall's rooms and beds were used to nurse the wounded and my young grandmother the head nurse. She died about 1870 only 46 years old - her heart broken by the war..."

"4450 Reservoir Road  
Washington 7, D. C.  
/undated, 1957/

My dear Mrs. Fairbairn:

....The home my grandfather Nicholas and Lydia Hall his wife moved into about 1842 after my father's birth they built, using only the entrance hallway of the Harper House and the first floor only. He added 3 more floors and built the quaint 3 end houses. It was called Marmion Hall, and the street was called Marmion Way always. The beautiful terraced garden with its rock cave where there was a spring (and lots of snakes) was covered on top with lilacs. Grandfather Marmion had a stable under a garden at the end of the Way and the end house was the children's schoolroom where they were tutored by the Catholic priests who lived at Marmion Hall, one at a time, and who had services there until a church could be built - then my grandfather built, or gave the rock to build, St. Peter's Catholic Church at top of hill, and my father William, the oldest child, hauled the first rocks in his wheel barrow as a small boy. The Marmions and Halls were great people, full of brains which they cultivated, and full of charity. They were great mostly because of their humility, and great people were their guests. One day my father as a little boy was lying in the main hall on his face reading when a shadow darkened the doorway. My father arose to greet the stranger, who said "Young man, is your mother at home?" My father said "Yes sir, who shall I say wishes to see her?" The man said "Washington Irving." Robert E. Lee also visited there. He and my great grandmother on my mother's side were 1st cousins - We are members of the Lees of Virginia, and Baron Joist Hite's granddaughter Catherine Hite married by great great great grandfather Theodorick Lee, R. E. Lee's uncle.

When the B&O celebrated their centennial of the 1st train down through the Shenandoah Valley Griffith staged a movie of it and the villagers at Harpers Ferry welcoming it, and he asked permission of my aunts to stage it in their garden and around their home - and my Aunt Isabelle's big black cat kept running across the leading lady's path on the garden step, so she picked it up in her arms and it was in the movie with her. I was not interested and did not see the movie - it was a silent days movie.

Sincerely,  
Edythe Marmion Brosius

P. S. Thank you for your paper and pamphlets. I will give my cousin Lacey Hall and son-in-law Joe Weeks each one. You write well and most interestingly but your facts and mine do not agree. Your picture of Harper House on page 11 is not "Marmion Hall where Nicholas and Lydia and their first born William Vincent (my father) moved to live in possibly 1842, as my father was not born there but in a stone house on High Street going up the hill on the right across from the O'Burne House, later lived in by Mr. and Mrs. Johns, the parents of Mrs. Marquette. Where are the dormer windows on the 3rd floor? I always understood only the entrance hall way was part of the Wager or Harper House I think my grandfather Nicholas rebuilt or added to the broad hallway all the large house where he moved to in 1842. Did you know there are 2 artesian wells under basement under Marmion Hall and each of the 3 other houses have wells under them? I think it was after my father's death in 1922 that my Aunt Annie his sister mentioned the age of Marmion Hall as being about 80 years old then.

I have just gotten from the University of Pennsylvania the medical school's record of Grandfather Nicholas and his 3 doctor sons. Nicholas was born in Ireland 1801, graduated at Trinity College 1821, and then came to America and entered the University of Pennsylvania Medical School 1822, where he graduated M D 1825, settled in Harpers Ferry in 1825 and had an enormous practice (so the U of P archives say) was noted for his work in the cholera epidemic along the C&O Canal and in Washington D. C. in 1850 - was married in 1841 to Lydia Ingraham Hall daughter of Captain John Hancock Hall of the Rifle Works at Harpers Ferry. She was born in Harpers Ferry in 1824 and 17 years old when married. He was 40 years old. They had 9 children 8 born at Marmion Hall. Grandfather Nicholas was appointed Surgeon by Robert E. Lee during John Brown's Raid...

If the Harper House is on Marmion Way that proves the Marmions owned it and lived there and surely their name should be kept alive with a tablet. The Kenilworth ivy on the ivy on the garden wall came from Kenilworth Castle in England and the slave quarters were there..."

"Edgartown Inn  
Edgartown, Mass  
August 11th, 1957

Mr dear Mrs. Fairbairn:

....Before I Left home I received your letter of July 5th and the photographs of "Marmion Hall" (not "Wager House"), the 3-story house next to the Harper House, and looking at them broke my heart: The Wagers during my aunts and father's childhood, even in mine, lived always in the Harper House....

In 1921 I was on a visit there to my aunts in Marmion Hall (the 3-story house). Aunt Annie, whom I called "Tiny" and I were sitting out in the Hall. I was sitting on the step leading from Hall to livingroom (the front room looking on Marmion Way with two shuttered windows) and said to my Aunt, "Tiny, who does one have to step up from this hall to get into these rooms?" She answered, "When our father Nicholas Marmion built this home of ours the Wagers sold him this 1st floor hallway off the Harper House and when my father added it on to the hall." and I remember saying, "Is this house very old?" She said "Only 80 years, but our Hall cousins from Missouri think it is old because in the West nothing is 80 years old." And that was in 1921.

Since coming here I have written "My memories of Marmion Hall and Harpers Ferry." After I get home my daughter will type it up and I will send a copy to you - I shall raise every help I can get to have the name of "Marmion Hall" given to the house you call "Wager House". Marmion Hall was built in 1841 after the marriage of Lydia Ingraham Hall to Nicholas Marmion and they moved into it in 1842 after my father's birth. My father was not born there but their seven other children were, and no one but Marmions lived in the 3-story house next to the Harper House from 1842 until 1956 or whenever my brother sold it to the State of West Virginia....

Please get Lydia's home its proper name Marmion Hall."

Eastern Office  
Division of Design and Construction  
Philadelphia 6, Pa.

January 16, 1959

Memorandum

To: Regional Director, Region Five

From: Chief, EODC

Subject: Marmion Hall, Harpers Ferry National Monument

We attach herewith four copies of Architect Franzen's report, Part I, Architectural Data Section for the Historic Structures report of the proposed restoration of the subject building for your review and distribution.

We hesitate to make any firm statements about plans for this building until we know what it is going to be used for. We are very disappointed that more knowledge of this structure has not come up through documentary sources.

Edward S. Zimmer  
Chief

Attachment

Copy to: Superintendent, Harpers Ferry NM  
Chief D & C  
Mr. Franzen



UNITED STATES  
DEPARTMENT OF THE INTERIOR  
NATIONAL PARK SERVICE  
Eastern Office  
Division of Design and Construction  
Philadelphia 6, Pa.

January 23, 1959

Memorandum

To: Superintendent, Harpers Ferry National Monument

From: Chief, EODC

Subject: Marmion Hall Reports

We have read the copy of the Administrative and Historical Sections of Part I, Historic Structures Report, Marmion Hall, as forwarded from Region Five on January 20.

We believe that the structure is too hard to reach by automobile - and the environs too cramped for parking - to ever make it a good administrative headquarters.

In any case, we are opposed to any proposal to "virtually strip the interior to a shell" (page 37) just because no final use has yet been found for the structure. A glance at Mr. Franzen's Architectural Data report will show that the house has a fine stairway, mantelpieces, cupboards, etc., which ought to be preserved.

Edward S. Zimmer  
Chief

Copy to: The Director  
Regional Director, Region Five  
Chief, D & C  
Mr. Franzen

February 5, 1959

Memorandum

To: Regional Director, Region Five

From: Chief, Division of Design and Construction

Subject: Historic Structures Report, Part I, Marmion Hall  
(Building 1-B) Harpers Ferry

The Historic Structures Report, Part I, Marmion Hall (Building 1-B), Harpers Ferry, has been reviewed by the interested Division in the Washington Office with the following comments:

Since the acquisition of Storer College will be one of the determining factors in the selection of Marmion Hall for an administration building, we recommend that the disposition of this building be held in abeyance until such time that the Storer College question is resolved.

Consideration should also be given to the comments in Mr. Zimmer's memorandum of January 23 to the Superintendent concerning the limited parking and difficult approach to the building if it is to be used for other than employee housing.

Thos. C. Vint, Chief of  
Design and Construction

Copy to: Chief, EODC (2)  
Supt., Harpers Ferry NM

UNITED STATES  
DEPARTMENT OF THE INTERIOR  
NATIONAL PARK SERVICE  
Region Five  
421 Walnut Street  
Philadelphia 6, Pa.

February 9, 1959

Memorandum

To: Superintendent, Harpers Ferry National Monument

From: Regional Director

Subject: Historic Structures Report, Part I, Marmion Hall  
(Building 1-B)

Concerning the subject report, we have the following comments:

1. That Marmion Hall should be restored, inside and out, and exhibited as a historic house museum of the period 1859-60. In our opinion, this is the only logical use for a structure, the decision on which is dependent upon previous approvals for the other three units. Marmion Row (the three Marmion Houses and the Harper House) was, and is, the most important civilian structure in Harpers Ferry, and a dominant feature in the historic scene. In addition, Marmion Hall is the only building with fine quality interior woodwork; its third floor porch also offers a fine observation point to overlook the town below and the magnificent natural scene. Restored and refurnished, it will give visitors the feeling that this short street was, indeed, a residential one.

2. Regarding the proposal to develop it as a hospital, we have this to offer: that such use was more or less temporary or extemporaneous, and only one phase of its history, and that in any case it would be highly impracticable to attempt to restore it to such use.

3. We disapprove of "gutting" the structure and exhibiting only its exterior, even if such an approach was practicable for this structure, which we doubt. As far as we can determine from the evidence presented, this was the most pretentious house in Harpers Ferry, and the only one with some architectural merit. Hence, the opinion expressed in (1) above.

4. Other than being above flood level, we see no advantage to using this important structure for park headquarters. We do not believe that its location would lend itself to this purpose, and its use for administrative use would be a serious intrusion in the historic scene for a number of reasons. We recommend that a building more nearly related to the park entrance, visitor center and parking lot be considered for this purpose, at least pending the acquisition of Storer College.

5. In our opinion, too, the evidence presented regarding the name of the structure is not conclusive, and should be looked into more closely when Part II of the report is prepared.

6. On the basis of the evidence presented, we believe part of the house should be refurnished as the home of a locally prominent doctor, and if further research shows that he practiced in or from it, a display of some of a medic's mid-nineteenth century equipment, instruments, etc. would be appropriate.

However, we recommend deferring the action on a cooperating society using the structure (such as the medical society mentioned in the report) until plans for the restoration and use of the building are further advanced.

7. Likewise, we also recommend that detailed planning regarding its public use, protection and interpretation be deferred until more basic questions have been resolved, though we believe none will be especially difficult to provide for with the staffing anticipated in MISSION 66.

Daniel J. Tobin  
Regional Director

In duplicate

Copy to: Director  
Chief, EODC

H I S T O R I C   S T R U C T U R E S   R E P O R T

P A R T   I

(ARCHITECTURAL DATA SECTION)

Prepared for the Restoration of

"MARMION HALL"  
(Building 1-B)

HARPERS FERRY NATIONAL MONUMENT

December 19, 1958

by

Archie W. Franzen, Architect

United States Department of the Interior, National Park Service  
Eastern Office, Division of Design and Construction

H I S T O R I C   S T R U C T U R E S   R E P O R T

P A R T   I

(ARCHITECTURAL DATA SECTION)

Prepared for the Restoration of

"MARMION HALL"  
(Building 1-B)

HARPERS FERRY NATIONAL MONUMENT

RECORDS OF APPROVAL

RECOMMENDED

\_\_\_\_\_  
Supervising Architect, Historic Structures

\_\_\_\_\_  
Date

\_\_\_\_\_  
Chief, EODC

\_\_\_\_\_  
Date

T A B L E O F C O N T E N T S

I. ACKNOWLEDGMENTS . . . . . 1

II. GENERAL . . . . . 3

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APPENDIX A . . . . . Photographs

APPENDIX B . . . . . Measured Drawings

## I. A C K N O W L E D G M E N T S

The following Part I, architectural data section, pertaining to the proposed restoration of "Marmion Hall" was prepared in accordance with a draft copy of the new instructions for preparing Historic Structures Reports.

The material used in the preparation of the report was based on overt physical evidence noted while examining "Marmion Hall" together with the Historic Building Report, Part I, historic data section, written by Herbert Kissling, Park Historian.

Mr. William V. Marmion, a former owner, has contributed heterogeneous sidelights on the Wager Family's connections with the structure as well as his own family traditions.

The measured drawings, included in Appendix B, were prepared during the summer of 1955 by students Richard P. Donohoe, University of Illinois and Walter J. Mulligan, University of California, under the direction of Professor Henry C. Edwards of the University.

Mr. Harold A. Nelson, assistant architect, helped with some interior photographs and made comparative study sketches of some of the trim mouldings.

Included are several of many photographs taken by Jack Boucher who was assigned by the Eastern Office of Design and Construction to photograph various buildings at Harpers



Ferry. These are to be found in Appendix B.

The wholehearted cooperation of Superintendent Frank H. Anderson and his fine staff have materially facilitated the study of the building.

No recognition of help received would be complete without acknowledging the competent advice of Supervising Architect Charles E. Peterson.

Archie W. Franzen  
Architect

## II. G E N E R A L

This structure, known as "Marmion Hall" at the time of the Civil War, was undoubtedly constructed by the Wager family shortly before 1835. It was labeled as a "new house" on the 1835 plat showing the court assignment of lots within the Wager Six Acre Reservation. It is architecturally the most pretentious house in the Park.

The Wager family, while living in the Harper House, found need for additional space and built "Marmion Hall" adjacent to, and on the north side of, the Harper House. There were inter-connecting doorways, now closed with masonry, at three different floor levels.

"Marmion Hall" is a large and fairly typical, upper middle class, 19th century brick row house. The type is commonly found in both cities and towns of the period. The only unusual feature is the level below the entrance floor, because of its extremely steep hillside location, which also accounts for the size of the great porch on the Potomac River side. The lowest level is out of solid rock.

### III. DESCRIPTION OF FABRIC

The structure is a row house sharing party walls on each side. It is two stories and an attic high with a basement carved out of the solid rock hillside. The first floor is level with the Public Walk on the west and the basement opens to a terrace on the river side. The three tiered porch on the east commands a splendid view of the confluence of the Potomac and Shenandoah Rivers. Long ago the structure had a one story extension to the north, the site of which is now occupied by the "Second Marmion Tenant House". No evidence has been found of any interior doors connecting the extension with the main house. It may have been used for slave quarters.

To date no record has come to light to explain the original uses of the various rooms. Moulding profiles vary from one section to another of the house. About the time of his marriage in 1831, James Bate Wager constructed the house and he may well have shared portions of it with his brother Gerard Bond Wager and possibly with his sister although she married a Judge Swayne and moved to Ohio as early as September of 1832.

The rooms of this structure, and those of the Harper House, were served by a hallway stairs next to the Harper House party wall running from the basement to the attic space. A secondary stairs in the north-east corner of the house also terminates in the attic. The original plan appears to have had two rooms at

each floor level including the basement and attic. These rooms were separated with a masonry firewall at each level. The north room at the first floor level had a door opening onto the Public Way that has since been made into a window. It is possible that the structure was used as a duplex dwelling originally. All floors except the attic floor open onto the great porch on the river side of the house.

Cooking was apparently done in the basement for there are two rooms each with large fireplaces that had cranes for cooking. The north room formerly had a stairs connecting with the room above. It was removed and replaced with a dumb-waiter, presumably by the Marmions, who moved in during the 1840's.

In connecting the two buildings a number of alterations were found necessary to make a workable arrangement and in so doing some of the interior trim in the Harper House was replaced to harmonize with the style of trim installed in the new building.

The decorative woodwork is of average quality, probably designed by the master carpenters who built it. Nothing whatever has been discovered in documents identifying the builders. The restoration will have to be designed from internal evidence, contemporary houses in Harpers Ferry and elsewhere, and from the restoring architect's background and imagination.

This structure in contrast to the earlier stone Harper House, was constructed of soft and porous burned brick. The hygroscopic properties of the wall material made it necessary to

parge the exterior to withstand the weather. For decorative reasons this was lined and scored to resemble coursed masonry with the joints accentuated with black paint, a fashionable technique of the time.

A nine foot wide stair hall, the same depth as and adjoining the Harper House, is separated from the remaining structure by a masonry cross wall. At the attic and second floors the hallway was divided transversely to create an additional room at these levels. As mentioned above, the stairway in the hall served both "Marmion Hall" and the Harper House and connected the basement and upper levels including the attic in "Marmion Hall". Access to the basement run of the stairs was by means of a trap door in the first floor.

A mahogany handrail ends in a volute at the first floor newel. The newels at landings and upper levels together with the ballusters are mahogany and are simply turned. The step brackets are decorated with an applied tulip design fret. It was largely dismantled when the Marmion family moved out but the parts have been preserved.

Basically the plan consists of two rooms at each level separated by a masonry fire wall starting in the basement and continuing into the attic. The rooms are about equal in size and each has a fireplace at all levels except the attic. The room in the second floor hallway did not have a fireplace. A secondary stairway of winders serving all floors was located in the north-east

corner of the structure.

The floor construction consists of an interior 5" x 10" beam running parallel to and 5"-9" from the back wall of the building and is mortised to receive tenoned 2 1/2" x 10" joists spaced approximately 24" on centers. The joists are locked at the beam with wood pins through the tenons. The joists on the river or back side of the building pass through the exterior wall and as cantilevers support the porch decks at the first and second floor levels.

Interior door and window casing trim found in the first and second floor hallways, the south room of the second floor and the adjacent hallway room have the same profile and match some of the trim installed in the Harper House when it was remodeled to harmonize with the work being done in "Marmion Hall". The balance of the trim in the house is different and suggests that the house was designed for two different occupants in the beginning.

Windows have double hung sash of the six over six light type. They are counter balanced with sash cords and weights. Apparently they were never equipped with hardware.

Early photographs of the river side of "Marmion Hall" do not show shutters or blinds on the windows. Shutters do appear on a photograph showing the Public Way side of the structure where they would contribute to privacy and security.

Almost without exception the original door hardware has been replaced with later day locks. Mr. William V. Marmion tells

us that the doors were originally equipped with Carpenter-type locks. One "Improved Lock No. 60" a box type lock was found on one of the upper floor doors. It is not known whether these are American or imported.

The building was heated by means of fireplaces originally. Stoves with pipes let into the chimney flues supplanted the fireplaces at a somewhat later date. There was never a central heating system.

Portable lamps and candles must have been the only source of illumination as no traces of chandeliers or other means of lighting have been found with the exception of a hook in the center of the ceiling rosette of plaster in the hall. The structure is one of the few buildings within the Monument that was not wired when electrical service became available.

Inside plumbing was finally installed in the house at the time the three tiered porch was enclosed. One of the new-formed rooms within the porch enclosure was made into a bathroom containing a built-in copper bath tub with a walnut skirt.

#### IV. EXISTING CONDITIONS

The original three story porch on the River side was closed in with stone masonry at the basement and first floor levels in the early 1880's by Dr. William V. Marmion, son of Dr. Nicholas Marmion. He later enclosed the third floor level late in the 1890's and incorporated two large bay windows at this level. The porch interior was subdivided into a number of rooms including a bathroom. These additions to the porch were removed in 1956-1957 and the Civil War period porch reconstructed by the National Park Service.

Sometime after the Civil War the original wood shingles on the roof were replaced with slate shingles. Recently the Service has replaced the rotted rafters and sheating and covered the roof with wood-simulating cement shingles.

The poor condition of the roof, prior to acquisition by the Government, permitted the elements to attack the interior and as a consequence the joists, flooring and plaster are decayed beyond reuse. Fortunately prompt attention by the Park staff upon acquisition saved the majority of the interior trim such as mantels, door and window casings and baseboards. It has also been necessary to stabilize several chimney caps due to their deteriorated condition.

The original scored pargeting has deteriorated and scaled off of the exterior walls. The little remaining will have



to be replaced. Structural faults in the west wall of the structure have been stabilized recently.

## V. ADDITIONAL ARCHITECTURAL RESEARCH INVOLVED

Because of extensive neglect prior to Service acquisition, "Marmion Hall" has suffered severe damage to most of the interior structural system. In the main this was caused by failure to maintain the roof in good condition. Water stood on the wooden floors over a long period. As a result there is little of the structure that requires architectural probing to reveal what needs to be known. An analysis of the remnants remaining will have to be made and the findings uncovered during the restoration of the porch and the re-roofing of the structure incorporated in the Part II portion of the architectural report.

Regarding the proposal to gut the structure the following consideration should be taken into account. To insure the stability of the interior and exterior masonry walls for the heights involved, it will be necessary to replace the present floor system. Once this is done it would be uneconomical not to employ the cubage involved for some useful purpose.

Should either interior rehabilitation or restoration be undertaken it is estimated that from \$1500 to \$2000 or EODC payroll time will be necessary to complete the remaining architectural study and preparation of plans. The drawings for the proposed work can be started soon but they cannot go very far until the use of the structure has been decided on.

A. W. Franzen  
Architect

## APPENDIX A

FRONT ELEVATION OF "MARMION HALL"

This photograph was taken from the Harper Gardens. Following repairs to the window frames it is proposed to parge and score the facade like it was originally. This wall was stabilized recently and the concealed wood timber lintels were replaced with steel angles. Flashing over the window heads was also introduced at this time. The wood simulated cement shingles were recently installed and appear real in the photograph. This is more striking in actuality as their color enhances the illusion.

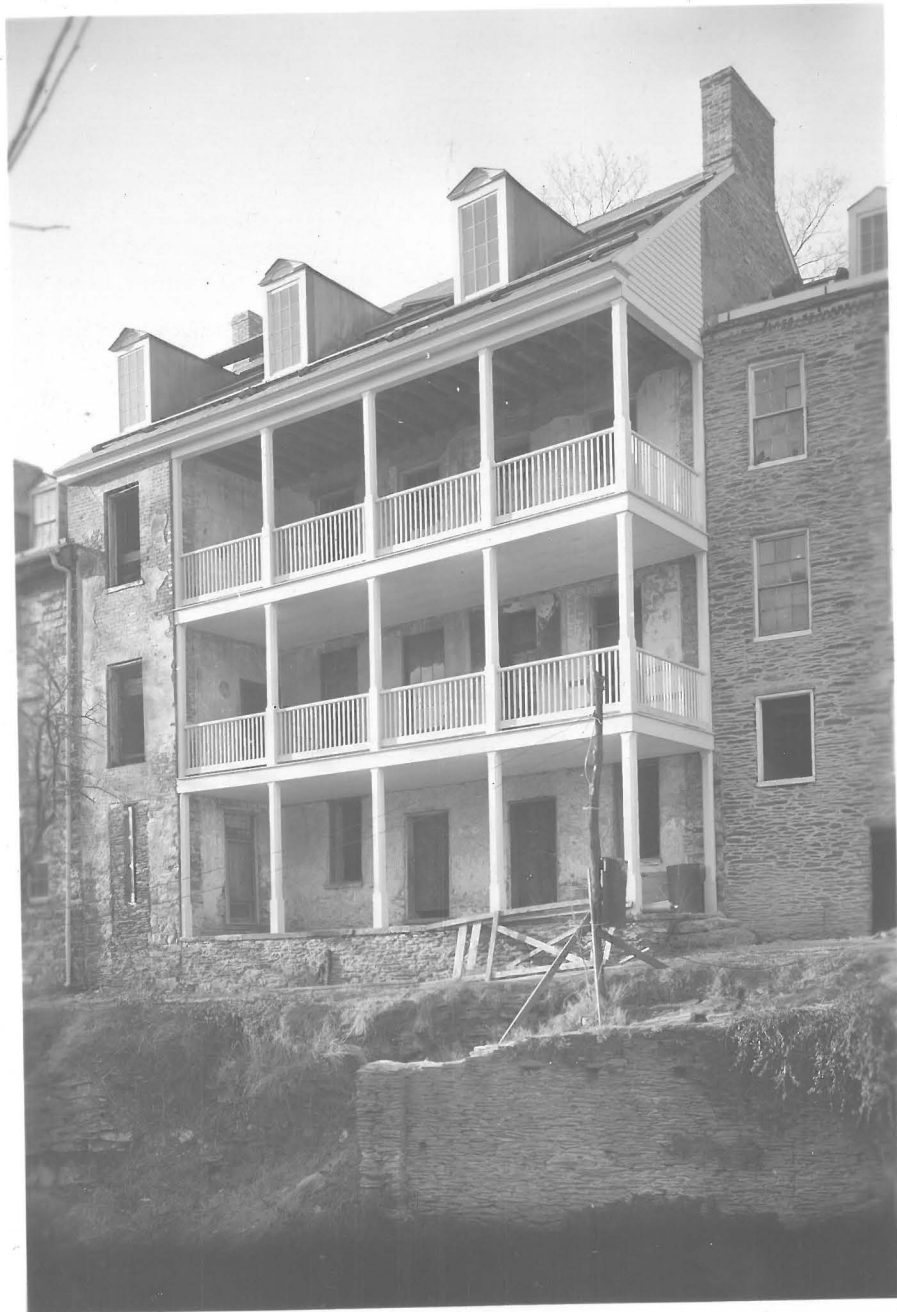
Photo by  
Jack Boucher  
Dec. 1958



VIEW OF RESTORED PORCH

Taken from upper floor of building across High Street. The two upper decks of the porch command a fine view of the gap and confluence of the rivers. The porch was reconstructed by the Park Service in 195\_ from old photographs and internal evidence. For pre-reconstruction conditions see Appendix B, sheet 3. The original porch was enclosed in two stages by Dr. Nicholas Marmion's son in the 1880's and 1890's.

Photo by  
Jack E. Boucher  
Dec. 1958



VIEW OF FIRST FLOOR STAIR HALL

This stair served all floors including the basement and attic. A trap door in the floor concealed by the stair run pictured gave access to the basement. Railings and newel posts were removed to accommodate the setting of shoring and were walnut. These have been saved but will require extensive refurnishing. Ceiling and floor condition evident in this view is as bad or worse in the remainder of the house. For restoration of stairway see measured drawings (1955) Appendix B, sheet 6.

Photo by  
Hal Nelson  
Nov. 1958





ALTERATION TO FIREPLACE OPENING

View of fireplace in North room of first floor.

Original opening reduced in size. Date of this change is not known and further investigation is necessary to determine if this was done subsequent to the 1859-1865 period. If fireplaces are to be activated, dampers and smoke shelves should be provided.

Photo by  
Hal Nelson  
Nov. 1958



VIEW OF SECONDARY STAIRS

This view was taken at the first floor level and shows the stairs crossing in front of a window. It has not been ascertained if the stairs were an after thought requiring the boarding up of the window. The window opens onto the porch. The stairs originally continued to the basement at this level but were replaced with a dumbwaiter at a later period.

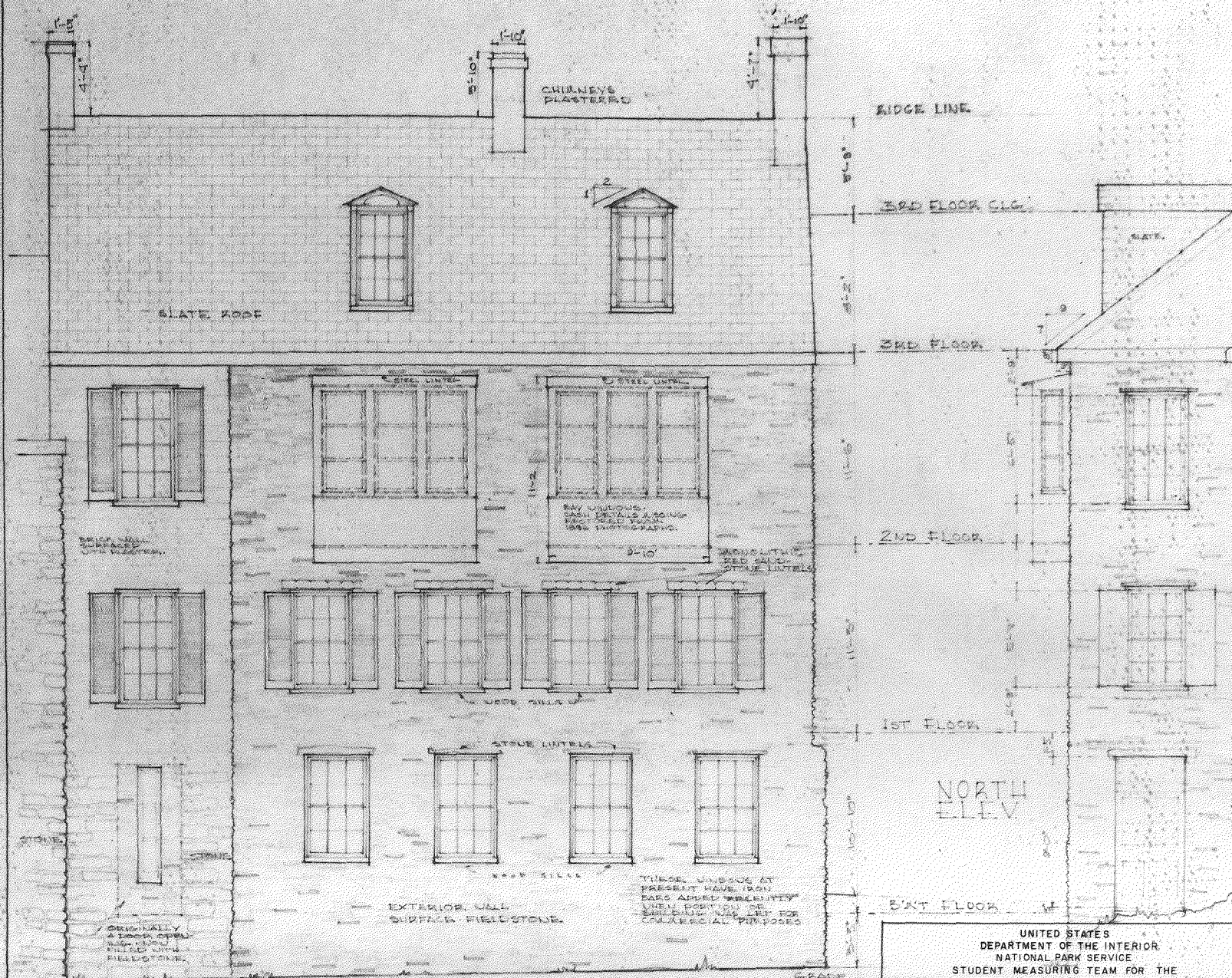
Floor joists framed into the beam (lower left) pass through the outer wall to support the porch floor.

Photo by  
Jack Boucher  
Dec. 1958



APPENDIX B





SCALE 1/4" = 1'-0"

EAST ELEVATION



UNITED STATES  
 DEPARTMENT OF THE INTERIOR  
 NATIONAL PARK SERVICE  
 STUDENT MEASURING TEAM FOR THE  
 EASTERN OFFICE DIVISION OF DESIGN AND CONSTRUCTION

WAGER HOUSE · MARION ROW  
 HARPERS FERRY NATIONAL MONUMENT, WEST VIRGINIA

REGION  
 5

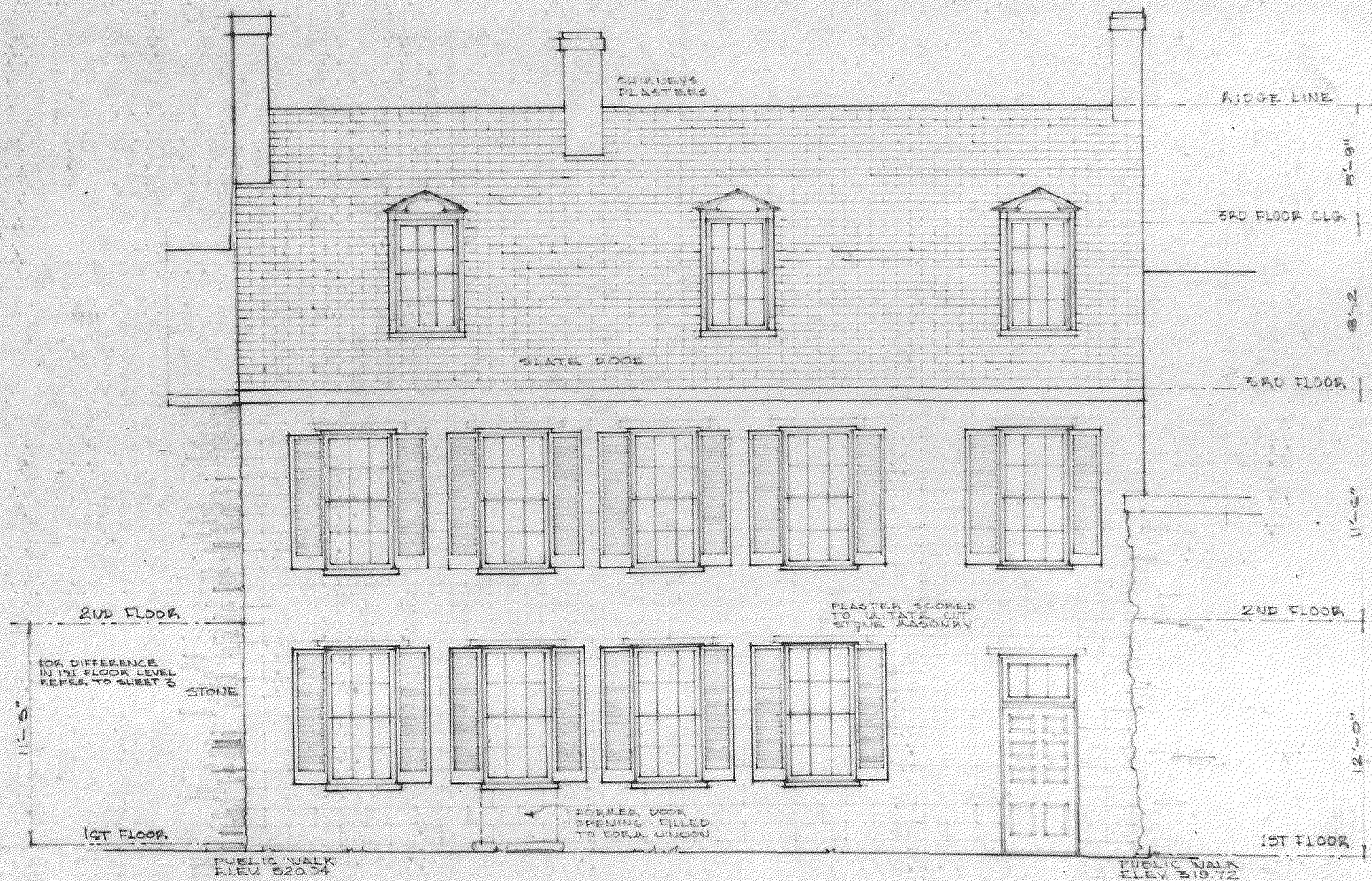
SHEET 3 OF 6

DRAWING NO  
 NMHF 3052

29 AUGUST, 1955

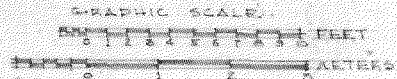
W. J. Mulligan, Jr.





SCALE 1/4" = 1'-0"

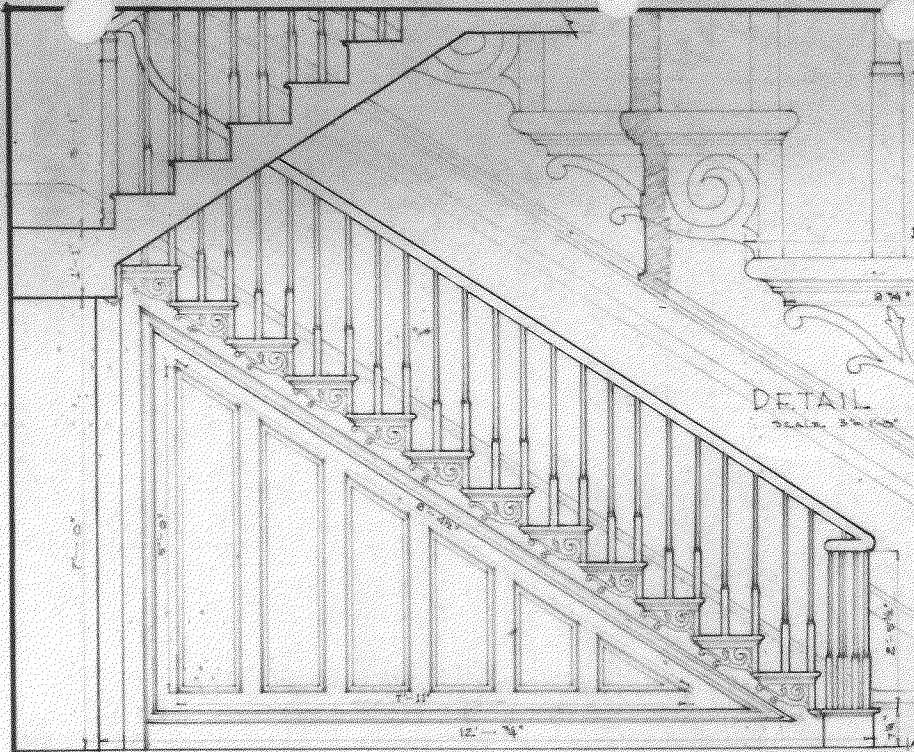
WEST ELEVATION



w. j. mulligan jr.

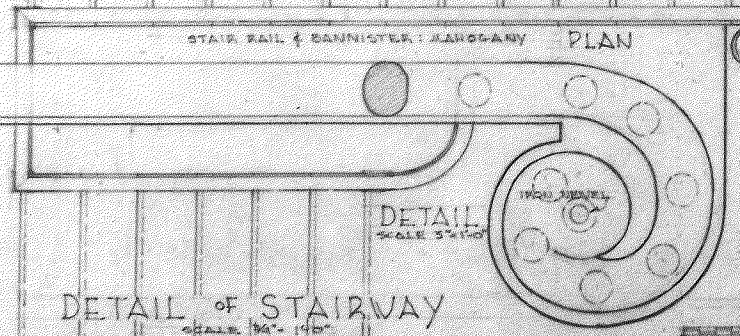
UNITED STATES DEPARTMENT OF THE INTERIOR NATIONAL PARK SERVICE STUDENT MEASURING TEAM FOR THE EASTERN OFFICE DIVISION OF DESIGN AND CONSTRUCTION	REGION 5
	SHEET 4 OF 6
WAGER HOUSE MARLION ROW HARPERS FERRY NATIONAL MONUMENT, WEST VIRGINIA	DRAWING NO MNHF 3052 29 AUGUST, 1955





ELEVATION

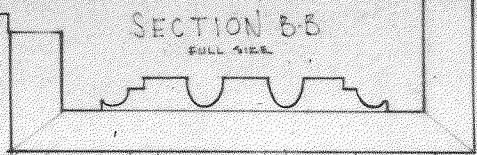
DETAIL  
SCALE 3/4" = 1'-0"



STAIR RAIL & BANNISTER: HARGOANY PLAN

DETAIL OF STAIRWAY  
SCALE 3/4" = 1'-0"

DETAIL  
SCALE 3/4" = 1'-0"



SECTION B-B  
FULL SIZE



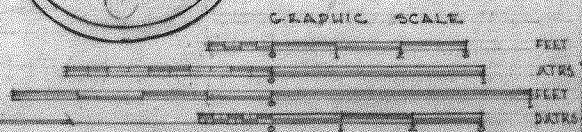
ELEVATION SECTION

SECTION A-A  
FULL SIZE



PLAN

DETAIL OF DOORWAY  
SCALE 3/4" = 1'-0"



GRAPHIC SCALE

UNITED STATES  
DEPARTMENT OF THE INTERIOR  
NATIONAL PARK SERVICE  
STUDENT MEASURING TEAM FOR THE  
EASTERN OFFICE DIVISION OF DESIGN AND CONSTRUCTION

REGION  
**5**  
SHEET 6 OF 6

VAGER HOUSE MARION ROV  
HARPERS FERRY NATIONAL MONUMENT, WEST VIRGINIA

DRAWING NO.  
NMHF 3052  
29 AUGUST 1965

UNITED STATES  
DEPARTMENT OF THE INTERIOR  
NATIONAL PARK SERVICE  
Harpers Ferry National Monument  
Harpers Ferry, West Virginia

October 30, 1958

Memorandum

To: Regional Director, Region Five  
From: Superintendent, Harpers Ferry National Monument  
Subject: Historic Building Report for Building No. 1B, Research

Enclosed find four copies of the Historic Building  
Report for Building No. 1B, 56 pages, dated October 30, 1958,  
as prepared by Park Historian Herbert H. Kissling.

The Administrative Data Section is mine.

Frank H. Anderson  
Superintendent

In duplicate

Attachment

Region Five  
421 Walnut Street  
Philadelphia 6, Pa.

January 20, 1959

Memorandum

To: Director

From: Regional Director

Subject: Historic Structures Report, Part I, Marmion Hall  
(Building 1-B) Harpers Ferry NM

In accordance with the procedure outlined in FO-11-56 dated February 16, 1956, attached for your consideration are two copies of the Historic Structures Report, Part I, Marmion Hall (Building 1-B).

Comments to the Superintendent are due no later than January 30.

Daniel J. Tobin  
Regional Director

In duplicate

Attachments

Copy to: Supt., Harpers Ferry, w/copy Architectural Data  
Chief, EODC, w/copy Administrative & Historical Data

To: Regional Chief of Interpretation Date: January 22, 1959

From: Regional Historian

Subject: Historic Structures Report, Part I, Marmion Hall

I remain unconvinced (as I was a year ago when review was given Survey Report on Buildings 1-B and 1-C) by the evidence on construction of this structure. The deed evidence given on page 6 seems sheer "legalese" to me, and does not prove that the house was constructed (or the Harper House remodeled). Nor does the advertisement cited at top of next page. I think all we can say is that the Wager House (and I think the evidence cited at top of page 13 argues against the same Marmion Hall) was built prior to 1835, and certainly not by Marmion. There is much irrelevant detail in this report re the other Marmion house (on government land). While some of this is valuable for suggesting the date when Marmion possibly acquired Building 1-B, most of it is not. Rather than redo historical section of this report, I think we should call for a reconsideration of the evidence in the Part II report. Incidentally, the argument for use of Building 1-B as downtown administrative building bears consideration.

Frank Barnes  
Regional Historian